



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**

December 6, 2022

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 951.413.3350 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

Edward A. Delgado, Mayor Pro Tem

David Marquez, Council Member

Ulises Cabrera, Council Member

Elena Baca-Santa Cruz, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
December 6, 2022

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS -NONE

**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
DECEMBER 6, 2022**

CALL TO ORDER

Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item.

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTIONS

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

SPECIAL ORDER OF BUSINESS:

**CONTINUANCE OF MORENO VALLEY TRADE CENTER/PARK
PROJECT PUBLIC HEARING TO A DATE UNCERTAIN (Report of:
City Attorney)**

**THE APPLICANT HAS REQUESTED A CONTINUANCE OF THIS
ITEM TO AN INDEFINITE DATE – ONCE THE CONTINUED PUBLIC
HEARING DATE IS SET, IT WILL BE RE-NOTICED.**

Recommendation:

That the City Council continue this item to a date uncertain and direct staff to re-notice the continued public hearing date once it is set.

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 - NOV 1, 2022 6:00 PM

Recommendation: Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - CLOSED SESSION - NOV 1, 2022 4:30 PM

Recommendation: Approve as submitted.

- A.4. MINUTES - CITY COUNCIL - REGULAR MEETING - NOV 15, 2022 6:00 PM

Recommendation: Approve as submitted.

- A.5. MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS
(Report of: City Clerk)

Recommendation:

1. Receive and confirm the slate of Mayoral appointments as follows:

EMERGING LEADERS COUNCIL

<u>Name</u>	<u>Position</u>	<u>Term</u>
Gabriel Canonoy*	Member	Ending 05/31/2023
Sophia Navarro*	Member	Ending 05/31/2023
Aneth Martinez – Pasos*	Member	Ending 05/31/2023
Enrique Flores*	Member	Ending 05/31/2023

LIBRARY COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Jenn Carson*	Member	Ending 06/30/23

PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE

<u>Name</u>	<u>Position</u>	<u>Term</u>
Christopher Murphy*	Member	Ending 06/30/23

SENIOR ADVISORY BOARD

<u>Name</u>	<u>Position</u>	<u>Term</u>
Deborah Elkins*	Member	Ending 06/30/25
Pauline Saldana*	Member	Ending 06/30/25
Robert Moya*	Member	Ending 06/30/25

UTILITIES COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Reginald Allen	Member	Ending 06/30/25

* Pending successful completion of a background check

- A.6. PAYMENT REGISTER - SEPTEMBER 2022 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

- A.7. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

Recommendation:

1. Ratify the list of personnel changes as described.

- A.8. ACCEPT THE U.S. DEPARTMENT OF THE TREASURY EMERGENCY RENTAL ASSISTANCE PROGRAM PART 2 (ERAP2) REALLOCATION OF FUNDS (Report of: Financial & Management Services)

Recommendations:

1. Accept the U.S. Treasury Emergency Rental Assistance Program Part 2 ("ERAP2") Reallocation funds in the amount of \$186,233.

2. Designate and authorize the Chief Financial Officer as authorized signatory to execute required Emergency Rental Assistance Program Part 2 (“ERAP2”) Reallocation documents.
3. Authorize a budget amendment as set forth in the fiscal impact section.
4. Authorize the City Manager to execute program management contracts with United Way of Inland Valleys to provide Financial Assistance and Housing Stability Services.
5. Authorize the City Manager to accept any additional redirected Emergency Rental Assistance Program funding from the U.S. Treasury and to amend said agreements necessary as additional funds are made available.

A.9. RECOMMENDED ANIMAL SHELTER EXPANSION AND REFURBISHMENT PROGRAM PLAN (Report of: Public Works)

Recommendation:

1. Approve the recommended Animal Shelter Expansion and Refurbishment Program Plan which will be funded by the Development Impact Fee - Animal Shelter Maintenance Fund (Up to \$500,000) for Phase 1 at this time; and
2. Authorize the City Manager to execute any subsequent related agreements, extensions, or amendments subject to the procurement policy and approval of the City Attorney up to the total cost of the project and available Council approved budget in the Development Impact Fee – Animal Shelter Maintenance Fund; and
3. Amend the Capital Improvement Plan to include this project (Animal Shelter Expansion and Refurbishment 803 0058).

A.10. ADOPTION OF A RESOLUTION REDUCING THE NUMBER OF COMMERCIAL CANNABIS REGULATORY PERMITS ALLOWED IN EACH CATEGORY (Report of: Financial & Management Services)

Recommendation: That the City Council:

1. Adopt Resolution No. 2022-XX, a Resolution reducing the maximum number of Commercial Cannabis Regulatory Permits and Conditional Use Permits allowed in each category pursuant to the Moreno Valley Municipal Code.

A.11. SECOND READING AND ADOPTION OF THE WORKFORCE DEVELOPMENT FACILITIES DEVELOPMENT IMPACT FEE AND PUBLIC ART IMPACT FEE (ORDINANCE NO. XX) (Report of: Public Works)

Recommendation:

1. That the City Council conduct second reading by title only and adopt Ordinance No. XX.

A.12. ADOPT A RESOLUTION OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE ANNUAL ADJUSTMENT TO QUIMBY IN-LIEU FEES PURSUANT TO CHAPTER 3.40.110 OF THE MORENO VALLEY MUNICIPAL CODE (Report of: Parks & Community Services)

Recommendation:

1. Adopt Resolution No. 2022-____, authorizing an adjustment to Quimby In-Lieu fees effective January 1, 2023.

A.13. APPROVE ADDITIONAL FUNDING FOR ENERGY ASSISTANCE AND ENERGY EFFICIENCY PROGRAMS, AND APPROVE CONTINUATION OF SUSPENSION OF LATE FEES AND DISCONNECTS (Report of: Public Works)

Recommendations:

1. Approve an additional budget allocation of \$300,000 for Utility Assistance Programs;
2. Authorize the City Manager to execute an amendment to the Agreement with Synergy Companies expanding the Energy Audit and Direct Installation program by \$500,000 annually; and authorize the City Manager to approve and execute any subsequent amendments subject to the approval by the City Attorney;
3. Approve suspension of late fees and disconnects for non-payment to comply with requirements of the California Arrearage Payment Program (CAPP); and
4. Approve Resolution 2022-XX. A Resolution of the City Council of the City of Moreno Valley, California, to confirm the Electric Rates and Rules for Moreno Valley Utility.

A.14. APPROVE THE SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTANT DESIGN SERVICES WITH WSP USA INC. FOR THE MORENO MDP LINE F-18 AND F-19, PROJECT NO. 804 0017 (Report of: Public Works)

Recommendations:

1. Approve the Second Amendment to Agreement for Professional Consultant Services to WSP USA Inc (WSP USA) to provide design related services for the Moreno Master Drainage Plan (MDP) Line F-18 and F-19 project, funded with Measure A funds (Fund 2001) and Public Works Capital Projects funds (Fund 3002);

2. Authorize the City Manager to execute the Second Amendment to Agreement for Professional Consultant Services with WSP USA, subject to the approval of the City Attorney;
 3. Authorize an amendment to the existing Purchase Order with WSP USA in the amount of up to but not to exceed \$326,256.00;
 4. Authorize an amendment to the Agreement termination date, extending the termination date from December 31, 2022 to December 31, 2025; and
 5. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the agreement with WSP USA, not to exceed the Purchase Order amount, subject to the approval by the City Attorney.
- A.15. AUTHORIZE THE AWARD OF PROFESSIONAL SERVICES AGREEMENT TO HUNTER CONSULTING INC., DBA HCI ENVIRONMENTAL & ENGINEERING FOR HAZARDOUS WASTE CLEAN-UP, REMOVAL, AND DISPOSAL SERVICES (Report of: Public Works)
1. Award a five-year contract to Hunter Consulting Inc., dba HCI Environmental & Engineering for a total not-to-exceed amount of \$300,000 for Hazardous Waste Clean-up, Removal, and Disposal Services on a routine and on-call basis; and authorize the City Manager to execute contracts in conformance with the attached Agreement funded through State Gasoline Tax (Fund 2000), Facilities Maintenance (Fund 7310), and Fleet Operations (Fund 7410);
 2. Authorize the issuance of annual purchase orders for Hunter Consulting Inc., dba HCI Environmental & Engineering on a routine and as needed basis each year of the Agreement term subject to funds available in the City Council approved Operating Budget; and
 3. Authorize the City Manager, or his designee, to execute the agreement and any subsequent amendments, subject to the approval of the City Attorney, in accordance with approved terms of the agreement.
- A.16. APPROVE RESOLUTION FOR SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF MORENO VALLEY IS ELIGIBLE (Report of: Financial & Management Services)

Recommendation:

1. Adopt Resolution No. 2022-XX - A Resolution of the City Council of the City of Moreno Valley, California, approving the submittal of applications for all CalRecycle grants for which the City of Moreno Valley is eligible. CalRecycle requires an updated Resolution every five (5) years.

A.17. AUTHORIZATION TO AWARD AGREEMENTS TO ANSER ADVISORY MANAGEMENT, LLC AND WILLDAN ENGINEERING FOR CONSTRUCTION INSPECTION CONSULTANT SERVICES (Report of: Public Works)

Recommendations:

1. Approve each Agreement for Professional Consultant Services with Anser Advisory Management, LLC (Anser), and Willdan Engineering (Willdan) to provide construction inspection consultant services for the Land Development Division.
2. Authorize the City Manager to execute each Agreement for Professional Consultant Services with Anser and Willdan for \$125,000.00 each, for six months in Fiscal Year 2022/2023 and \$250,000.00 for each, annually thereafter; and authorize the City Manager, or his designee, to execute any subsequent amendments, subject to the approval of the City Attorney, in accordance with approved terms of the agreement. Agreements funded by inspection fees collected from developers and utility companies.
3. Authorize the issuance of purchase orders to Anser and Willdan in the amount of \$125,000.00 each, for six months in Fiscal Year 2022/2023 and authorize the Chief Financial Officer to approve subsequent related purchase orders for annual extensions up to a maximum of four annual extensions with Anser and Willdan not-to-exceed \$250,000.00 each, annually, in accordance with the approved terms of the Agreement.
4. Authorize the Chief Financial Officer to make any necessary budget adjustment appropriations related to expenditures and offsetting revenues.

A.18. AUTHORIZATION OF CITY MANAGER TO AMEND THE AGREEMENTS FOR VENDORS CONTRACTED ON THE STATE ROUTE 60/ MORENO BEACH INTERCHANGE PHASE 2 IMPROVEMENTS PROJECT, PROJECT NO. 801 0021. (Report of: Public Works)

Recommendations:

1. Authorize the City Manager to amend the agreements for vendors contracted on the State Route 60/ Moreno Beach Interchange Phase 2 Improvements Project, Project No. 801 0021, subject to the approval by the City Attorney; and
2. Authorize Chief Financial Officer to make any budget adjustments necessary based on amended agreements as long as the budget adjustments are reflected in the following quarterly budget review to Council.

A.19. RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024 (ROPS 23-24) (RESO. NO. SA 2022-XX) (Report of: Financial & Management Services)

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2022-XX. A Resolution of the City Council of the City of Moreno Valley, California, serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Recognized Obligation Payment Schedule and Administrative Budget for the Period of July 1, 2023 through June 30, 2024 (ROPS 23-24), and Authorizing the City Manager acting for the Successor Agency or his/her Designee to Make Modifications Thereto.
2. Authorize the City Manager acting for the Successor Agency or his Designee to make modifications to the Schedule.
3. Authorize the transmittal of the ROPS 23-24, for the period of July 1, 2023 through June 30, 2024 ("Exhibit A"), including Administrative Budget ("Exhibit B") for the said period, to the Countywide Oversight Board for County of Riverside for review and approval.

A.20. APPROVE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES FOR CITYWIDE GENERAL NUISANCE ABATEMENT SERVICES (AGMT NO. 2019-119) (Report of: Financial & Management Services)

Recommendations:

1. Approve the First Amendment to the Agreement for professional services with Inland Empire Property Service, Inc;
2. Authorize the City Manager to execute the First Amendment to the Agreement for professional services with Inland Empire Property Service for citywide general nuisance and hazard abatement services;
3. Authorize an increase in the Purchase Order for Inland Empire Property Services, Inc. in the amount of \$275,000 for a total not-to-exceed of \$775,000 once the First Amendment has been signed by all parties; and
4. Authorize the City Manager to execute any subsequent related extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders in accordance with the terms of the Agreement, subject to approval of the City Attorney and the approved budget by City Council.

A.21. AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR PARQUE AMISTAD AND HIDDEN SPRINGS PARK (PROJECT NO. 807 0004 50 57-3016). (Report of: Parks & Community Services)

Recommendations:

1. Authorize an agreement with Miracle Recreation Equipment Company for the purchase and installation of Miracle Playground Equipment for Parque Amistad and Hidden Springs Park.
2. Authorize the issuance of a purchase order to Miracle Recreation Equipment Company for an amount up to \$422,787.85 (bid amount plus a 10% contingency) upon full execution of the agreement.
3. Authorize the Executive Director to execute the Agreement with Miracle Recreation Equipment and any subsequent related Extensions or Amendments to the Agreement and change orders to the contract, subject to the approval of the City Attorney.

A.22. ADOPTION OF RESOLUTION OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE ANNUAL ADJUSTMENT TO THE CITY USER FEE SCHEDULE – PARKS & COMMUNITY SERVICES FEE FOR 2023 (Report of: Parks & Community Services)

Recommendation:

1. That the City Council adopt Resolution 2022-XX approving a CPI adjustment to the Parks and Community Services User Fees.

A.23. PEN19-0244 (TR 33436) – APPROVE COOPERATIVE AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, THE CITY, AND KB HOME COASTAL, INC., FOR THE SUNNYMEAD MDP LINE Q-3, STAGE 4, LOCATED ON IRONWOOD AVENUE WEST OF LASSELLE STREET AND LASSELLE STREET FROM IRONWOOD AVENUE TO KALMIA AVENUE DEVELOPER: KB HOME COASTAL, INC. (Report of: Public Works)

Recommendations:

1. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (the District), the City of Moreno Valley (the City), and KB Home Coastal, Inc. (the Developer), for the Sunnymead MDP Line Q-3, Stage 4;
2. Authorize the City Manager, or designee, to execute the Cooperative Agreement and any subsequent amendments, subject to the approval of the City Attorney; and

3. Direct the City Clerk to forward the signed Cooperative Agreement to the District.

A.24. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB CONSTRUCTION INC. FOR THE JUAN BAUTISTA DE ANZA MULTI-USE TRAIL ATP-4, FROM THE MORENO VALLEY MALL TO IRIS AVE, PROJECT NO. 801 0086 (Report of: Public Works)

Recommendations:

1. Adopt Resolution No. 2022-XXX, rejecting apparent low bidder as non-responsive and awarding a construction contract to lowest responsive and responsible bidder PUB Construction Inc. for the Juan Bautista de Anza Multi-Use Trail ATP-4 from the Moreno Valley Mall to Iris Avenue, Project No. 801 0086 and authorize the City Manager to execute a contract in substantial conformance with the attached contract in the amount of \$5,949,539.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
2. Award an agreement for Professional Consultant Service to TKE Engineering, Inc. to provide construction management and inspection services for the Juan Bautista de Anza Multi-Use Trail ATP-4, from the Moreno Valley Mall to Iris Avenue, Project No. 801 0086 project and authorize the City Manager to execute the agreement and any subsequent amendments with TKE Engineering, Inc. in the amount of \$325,645.00;
3. Award an agreement for Professional Consultant Service to RMA Group to provide material testing and geotechnical services for the Juan Bautista de Anza Multi-Use Trail ATP-4, from the Moreno Valley Mall to Iris Avenue, Project No. 801 0086 project and authorize the City Manager to execute the agreement and any subsequent amendments with RMA Group in the amount of \$93,800.00;
4. Approve the First Amendment to KOA Corporation to provide Landscape Design and Design Support Services during construction for the Juan Bautista de Anza Multi-Use Trail from Moreno Valley Mall to Iris Avenue; authorize the First Amendment to extend the termination date from December 31, 2022 to June 30, 2023; and authorize the City Manager to execute the First Amendment to Agreement and any subsequent amendments with KOA Corporation in the amount of \$22,247.50;
5. Approve the Fourth Amendment to the On-Call Agreement for Professional Civil Engineer/Project Manager services with CAV Consulting for various CIP projects including this project and authorize the City Manager to execute the Fourth Amendment to Agreement and any subsequent amendments with CAV Consulting;

6. Authorize the issuance of a Purchase Order to PUB Construction Inc. in the amount of \$6,544,492.90 (bid amount plus a 10% contingency), a Purchase Order to TKE Engineering, Inc. in the amount of \$325,645.00, and a Purchase Order to RMA Group in the amount of \$93,800.00, necessary for completing the construction of this project, funded by Capital Projects Grants Fund (Fund 2301);
 7. Approve the change order to the existing Purchase Order for KOA Corporation in the amount \$22,247.50, funded by Capital Projects Grants Fund (Fund 2301) for a not-to-exceed Purchase Order total amount of \$505,071.50 once the Amendment has been signed by all parties;
 8. Approve the change order to the existing Purchase Order for CAV Consulting in the amount \$100,000, funded by Gas Tax Fund (Fund 2000), for a not-to-exceed Purchase Order total amount of \$574,500.00 once the Amendment has been signed by all parties; and
 9. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to PUB Construction Inc. contract not exceeding the contingency of \$594,953.90, subject to the approval of the City Attorney.
- A.25. APPROVE THE SECOND AMENDMENT TO THE AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES FOR ENVIRONMENTAL ASSESSMENT WITH CASC ENGINEERING AND CONSULTING, INC. FOR THE SEVEN LOT AFFORDABLE HOUSING PROJECT, APN 481-270-058 (Report of: Public Works)

Recommendations:

1. Approve the Second Amendment to the Agreement for On-Call Professional Consultant Services for Environmental Assessment with CASC Engineering and Consulting, Inc. (CASC, Inc.), to perform Final Design and Environmental Clearance, for the Seven Lot Affordable Housing project, APN 481-270-058, funded with Housing Authority funds (Fund 8884);
2. Authorize the City Manager to execute the Second Amendment to Agreement and any subsequent amendments for On-Site and/or Professional Services (Design Professional Services) with CASC, Inc., subject to the approval by the City Attorney;
3. Authorize an amendment to the existing Purchase Order with CASC, Inc. in the amount of up to but not to exceed \$164,870.00 (\$50,000.00 for the original Agreement, \$0 for the First Amendment, plus \$114,870.00 for the Second Amendment to agreement) once the Agreement has been signed by all parties; and

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

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - CITY COUNCIL - REGULAR MEETING -NOV 1, 2022 6:00 PM (SEE A.2).

Recommendation: Approve as submitted.

- B.3. MINUTES - CITY COUNCIL - CLOSED SESSION - NOV 1, 2022 4:30 PM (SEE A.3).

Recommendation: Approve as submitted.

- B.4. MINUTES - CITY COUNCIL - REGULAR MEETING -NOV 15, 2022 6:00 PM (SEE A.4).

Recommendation: Approve as submitted.

- B.5. PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - AMENDMENT NOS. 50-55, 57, 61 (RESO. NOS. CSD 2022-__ to CSD 2022-__) (Report of: Financial & Management Services)

Recommendation:

1. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 50) (Amelia Ramirez Mendoza, located at 15330 Theresa Ave.).
2. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 51) (Trinidad Juarez, located at 24707 Carolyn Ave.).
3. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley,

California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 52) (Raul and Maria Mendoza, located at 14138 Blue Ribbon Ln.).

4. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 53) (Moreno Valley M.O.B., located north of Eucalyptus Ave. between Day St. and Memorial Way).
5. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 54) (Mercedes Lazaro Catalan Ma and David Flores Lazaro, located at 25702 Dandelion Ct.).
6. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 55) (Wagih Sewiha and Nagwa Mikhaeil, located at 24708 Patrician Ct.).
7. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 57) (Nayeli Velasco, located at 24576 Qualton Ct.).
8. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 61) (Ruben Pelayo, located at 13622 Persimmon Rd.).

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - CITY COUNCIL - REGULAR MEETING - NOV 1, 2022 6:00 PM
(SEE A.2).

Recommendation: Approve as submitted.

- C.3. MINUTES - CITY COUNCIL - CLOSED SESSION - NOV 1, 2022 4:30 PM
(SEE A.3).

Recommendation: Approve as submitted.

- C.4. MINUTES - CITY COUNCIL - REGULAR MEETING -NOV 15, 2022 6:00 PM
(SEE A.4).

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - CITY COUNCIL - REGULAR MEETING - NOV 1, 2022 6:00 PM
(SEE A.2).

Recommendation: Approve as submitted.

- D.3. MINUTES - CITY COUNCIL - CLOSED SESSION - NOV 1, 2022 4:30 PM
(SEE A.3).

Recommendation: Approve as submitted.

- D.4. MINUTES - CITY COUNCIL - REGULAR MEETING -NOV 15, 2022 6:00 PM
(SEE A.4).

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

E.2. MINUTES - CITY COUNCIL - REGULAR MEETING - NOV 1, 2022 6:00 PM (SEE A.2).

Recommendation: Approve as submitted.

E.3. MINUTES - CITY COUNCIL - REGULAR MEETING - NOV 1, 2022 4:30 PM (SEE A.3).

Recommendation: Approve as submitted.

E.4. MINUTES - CITY COUNCIL - REGULAR MEETING -NOV 15, 2022 6:00 PM (SEE A.4).

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 complete and submit a GOLDENROD speaker slip to the Sergeant-at-Arms.

F.1. PEN20-0162 Moreno Business Center (Report of: Community Development)

Recommendations: That the City Council:

1. **ADOPT** Resolution No. 2022-XX, attached hereto, **DENYING** Appeals PAA22-0002 and PAA22-0003,

AND:

1. **ADOPTING** the Initial Study/Mitigated Negative Declaration prepared for Plot Plan PEN20-0162 (PEN21-0079) on file with the Community Development Department, incorporated herein by this reference, which was completed in compliance with CEQA and the CEQA Guidelines, and reflects that the Planning Commission and City reviewed and considered the information contained in the Initial Study/Mitigated Negative Declaration, and exercised its independent judgment and analysis of the proposed Project's potential environmental impacts; and
2. **ADOPTING** the Mitigation Monitoring and Reporting Program prepared for the Project, which consists of Plot Plan PEN20-0162 (PEN21-0079) pursuant to CEQA and the CEQA Guidelines.
3. **ADOPT** Resolution No. 2022-XX attached hereto,

AND:

1. **APPROVING** Plot Plan PEN20-0162 (PEN21-0079) based on the Recital, Evidence contained in the Administrative Records, and Findings as set forth in Resolution No. 2022-XX.

F.2. PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT NO. 3 TO THE 2019-2020 ANNUAL ACTION PLAN CARES (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment No. 3 to the 2019-2020 Annual Action Plan CARES Act Amendment.
2. Review and adopt the proposed Substantial Amendment No. 3 to the 2019-2020 Annual Action Plan CARES Act Amendment.
3. Authorize a budget amendment as set forth in the fiscal impact section and authorize the Chief Financial Officer to reduce/de-obligate grant funds from previously awarded HUD funds.

F.3. PUBLIC HEARING FOR THE FIVE-YEAR CONSOLIDATED PLAN FOR PROGRAM YEARS 2023-2028 AND THE ANNUAL ACTION (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow for the public to comment on the needs of low-and-moderate income residents in Moreno Valley.
2. Approve the proposed CDBG, HOME, and ESG Grant Objectives and Policies for the 2023-2024 Program Year.

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)

I.2. EMPLOYEE ASSOCIATION REPORTS

I.3. 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.

CERTIFICATION

I, Jane Halstead, 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

Jane Halstead, CMC
City Clerk

Date Posted: December 1, 2022



Report to City Council

TO: Mayor and City Council

FROM: Steve Quintanilla, Interim City Attorney

AGENDA DATE: December 6, 2022

TITLE: CONTINUANCE OF MORENO VALLEY TRADE CENTER/PARK PROJECT PUBLIC HEARING TO A DATE UNCERTAIN

RECOMMENDED ACTION

Recommendation:

That the City Council continue this item to a date uncertain and direct staff to re-notice the continued public hearing date once it is set.

BACKGROUND

The Proposed Project was considered by the Planning Commission at a duly noticed public hearing conducted on October 28, 2021, and the Planning Commission voted 4-0 to deny the Proposed Project. The Applicant, MVTC, LLC, a Delaware limited liability company, appealed the Planning Commission's decision (Planning Case No. PAA21-0001), and a duly noticed public hearing on the appeal was conducted by the City Council on December 7, 2021. However, at the public hearing, the City Council did not rule on the appeal; rather, after receiving public testimony, the City Council unanimously voted to continue the public hearing regarding the Draft EIR and the Proposed Project to a date uncertain. The Proposed Project was noticed for a November 15, 2022, Public Hearing. However, the November 15, 2022, regular City Council meeting was adjourned (cancelled) due to a lack of a quorum. Although the item was continued to the following December 6, 2022, regular City Council meeting, the Applicant has requested that the City Council "continue" the public hearing for an indefinite period of time.

ALTERNATIVES

1. Continue the public hearing to a date uncertain and direct staff to properly re-notice the continued public hearing once the date of the continued public hearing

- is set; or
2. Reject the Applicant’s request to continue the public hearing and proceed with the public hearing as noticed. [THIS IS NOT RECOMMENDED]

FISCAL IMPACT

If the item is continued, there will not be any fiscal impact on the City.

PREPARATION OF STAFF REPORT

Prepared By: Steven B. Quintanilla, Interim City Attorney	Department Head Approval: Manuel A, Mancha Community Development Director
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Concurred By:
Sean P. Kelleher
Planning Official


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

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

1. Applicant’s Letter Requesting the Public Hearing Item be Continued
2. Staff Report - 5999

APPROVALS

Budget Officer Approval ✓ Approved 11/30/22 8:29 AM
 City Attorney Approval ✓ Approved

City Manager Approval

✓ Approved

11/30/22 8:34 AM



Mark A. Ostoich
Director
 mostoich@fennemorelaw.com
 550 E. Hospitality Lane, Suite 350
 San Bernardino, California 92408
 PH (909) 723-1704 | FX (909) 890-9877
 fennemorelaw.com

November 30, 2022

VIA EMAIL – manuelm@moval.org
AND HAND DELIVERED

Honorable Mayor and Members of the City Council
 c/o Manuel A. Mancha, Community Development Director
 City of Moreno Valley
 14177 Frederick Street
 Moreno Valley, CA 92553

Re: Request for Matter to be Continued for an Indefinite Period of Time

Honorable Mayor and Members of the City Council:

This firm represents MVTC, LLC (“MVTC”) in connection with the following items previously agendized in connection with the proposed Moreno Valley Trade Center Project (“Project”):

1. Adopt Resolution No. [next in order] approving and adopting the Mitigation, Monitoring and Reporting Program and Statement of Overriding Considerations and Certifying the Final Environmental Impact Report for the Moreno Valley Trade Center Project;
2. Adopt Resolution No. [next in order] approving General Plan Amendment (PEN19-0191), Tentative Parcel Map (PEN19-0234), and Plot Plan (PEN19-0193) and the respective conditions of approval, based on the Recitals, Evidence and Findings contained in the Administrative Record of the proceedings;
3. Introduce Ordinance No. [next in order] approving Change of Zone (PEN19-0192) and corresponding amendment to the City’s Zoning Atlas and the conditions of approval, based on the Recitals, Evidence and Findings contained in the Administrative Record of the proceedings;
4. Adopt Resolution No. [next in order] finding and determining pursuant to Senate Bill No. 330 that approval of the Moreno Valley Trade Center project shall not result in a net loss in residential capacity; and,

FENNEMORE.

Honorable Mayor and Members of the City Council
City of Moreno Valley
November 30, 2022
Page 2

5. Adopt Resolution No. [next in order] accepting the Community Benefits and Community Park on behalf of the City of Moreno Valley, as offered by the Applicant and set forth in the Community Park Acquisition and Improvement Agreement and authorize the City Manager to execute the Agreement and approve any subsequent amendments, subject to the consent of the City Attorney, consistent with the intent and purposes of the Agreement.

This matter appeared on the November 15, 2022 City Council agenda as Item F.1. Inasmuch as there was not a quorum of Councilmembers present at that meeting, we understand that the items are being rescheduled for consideration at the meeting of December 6, 2022.

The purpose of this letter is to request on behalf of MVTC that these items be continued for an indefinite period of time.

Very truly yours,

FENNEMORE LLP



Mark A. Ostoich

MAO/kmr

cc: Steve Quintanilla, Esq. City Attorney (via e-mail only steveq@qalawyers.com)
Client (via email only)

28438682/201965.0023

**MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
November 1, 2022**

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

None.

Minutes Acceptance: Minutes of Nov 1, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

**REGULAR MEETING – 6:00 PM
November 1, 2022**

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 6:09 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Gutierrez.

INVOCATION

The Invocation was given by Pastor Dave Carlson, Moreno Christian Assembly.

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Edward A. Delgado	Mayor Pro Tem
	Elena Baca-Santa Cruz	Council Member
	Ulises Cabrera	Council Member
	David Marquez	Council Member

Minutes Acceptance: Minutes of Nov 1, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Roll Call

INTRODUCTIONS

<p>Staff: Jane Halstead</p> <p> Paul Bradvica</p> <p> Steven Quintanilla</p> <p> Mike Lee</p> <p> Brian Mohan</p> <p> Manuel Mancha</p> <p> Michael Lloyd</p> <p> Jeremy Bubnick</p> <p> Ken Reichle</p> <p> Jesse Park</p>	<p>Manager of the Office of the Mayor and City Council/City Clerk</p> <p>Deputy City Clerk</p> <p>Interim City Attorney</p> <p>City Manager</p> <p>Assistant City Manager, Chief Financial Officer, City Treasurer</p> <p>Community Development Director</p> <p>Public Works Director/City Engineer</p> <p>Parks and Community Services Director</p> <p>Chief of Police</p> <p>Fire Chief</p>
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PUBLIC COMMENTS ON ANY SUBJECT ON OR NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

JulieAnn Stewart-Cleveland

- 1. Building Up Lives Foundation

Greg Kuster

- 1. 2022 Election

Sunny Williams

- 1. Crime in the City

Joyce Young

- 1. Senior Center Expansion

Fred Banuelos

- 1. Various comments

Dr. Owens

- 1. 2022 Elections

Robert Moya

- 1. Gratitude

Minutes Acceptance: Minutes of Nov 1, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Seth Cox

1. Grant Programs, Salvation Army

Reta Butler

1. Senior Center Expansion

Jorge Zavala

1. 2022 Election

Elmer Thomas

1. 2022 Election

Donovan Saadiq

1. 2022 Election

Steven Granda Alvarado

1. 2022 Election

Oscar Alvarez

1. Senior Center Expansion

Dr. Patsy Brown

1. 2022 Election

Frances Venegas

1. 2022 Election

Bob Palomarez

1. Senior Center Expansion

Martin Cabrera Sr.

1. 2022 Election

Tom Jerele Sr.

1. 2022 Election

Linda Swearingen

1. Senior Center Expansion

Michelle Irving

- 1. A Better You Organization

Sharon A. Catlen

- 1. Senior Center Expansion

Chris Baca

- 1. 2022 Election, Homelessness

Louise Palomarez

- 1. 2022 Election

Roy Bleckert

- 1. 2022 Election

Parvinder Singh

- 1. Truck Stops

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.

RESULT: APPROVED [4 TO 1]
MOVER: Elena Baca-Santa Cruz, Council Member
SECONDER: Ed Delgado, Mayor Pro Tem
AYES: Ed Delgado, Elena Baca-Santa Cruz, Dr. Yxstian A. Gutierrez, Ulises Cabrera
NAYS: David Marquez

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 - Oct 18, 2022 6:00 PM

Recommendation: Approve as submitted.

A.3. City Council - Closed Session - Oct 18, 2022 4:30 PM

Recommendation: Approve as submitted.

A.4. MAYORAL APPOINTMENTS TO THE PLANNING COMMISSION (Report of: City Clerk)

Recommendation:

- 1. Receive and confirm the slate of Mayoral appointments as follows:

PLANNING COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Ray Baker	Member	Ending 6/30/25

A.5. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2022 (Report of: Financial & Management Services)

Recommendation:

- 1. Receive, file the Quarterly Investment Report for quarter ended September 30, 2022, in compliance with the City’s Investment Policy and approve resolution adopting the Section 115 Trust administered by PARS.

A.6. FISCAL YEAR 2022/23 FIRST QUARTER BUDGET REVIEW AND APPROVAL OF THE FIRST QUARTER BUDGET AMENDMENTS AND REVIEW OF THE OPERATING AND CAPITAL CARRYOVERS FROM FISCAL YEAR 2021/22 (Report of: Financial & Management Services)

Recommendations: That the City Council:

- 1. Receive and file the Fiscal Year (FY) 2022/23 First Quarter Budget Review.
- 2. Adopt Resolution No. 2022-68. A resolution of the City Council of the City of Moreno Valley, California, adopting the revised budgets for fiscal year 2022/23.
- 3. Approve the City Position Summary.

4. Approve the Salary Career Schedule effective November 2, 2022.
5. Receive and file the Fiscal Year 2021/22 Carryover Memo.

Recommendations: That the CSD:

1. Adopt Resolution No. CSD 2022-68. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, adopting the revised operating and capital budgets for Fiscal Year 2022/23.

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. Successor Agency 2022-06. A Resolution of the City Council of the City of Moreno Valley, California, serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, adopting the revised operating and capital budget for Fiscal Year 2022/23.

A.7. RECOMMENDED SENIOR CENTER EXPANSION (Report of: Financial & Management Services)

Recommendations: That the City Council and CSD:

1. Approve the recommended Senior Center Expansion to be funded by the Development Impact Fee – Community/Recreation Center Fund (Up to \$1.1M) and General Fund Unassigned Reserves (Up to \$3.3M); and
2. Authorize the Chief Financial Officer to use General Fund Unassigned Reserves (Up to \$3.3M) pursuant to the Fund Balance and Financial Reserves Policy; and
3. Authorize the City Manager/Executive Director to execute any subsequent related agreements, extensions, or amendments, subject to the procurement policy and approval of the City Attorney.

A.8. PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NOS. 65 AND 73 (RESO. NOS. 2022-69 AND 2022-70) (Report of: Financial & Management Services)

Recommendation:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2022-69, a

Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District (Amendment No. 65) (American Pacific Investments, Inc., located east of Perris Blvd., north of Delphinium Ave.).

2. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2022-70, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District (Amendment No. 73) (March Business Center, located at the southeast corner of Krameria Ave. and Heacock St.).

- A.9. PEN21-0172 (PM 38208) - APPROVE PARCEL MAP 38208 LOCATED ON THE NORTH SIDE OF RIVARD ROAD EAST OF SAN CELESTE ROAD. DEVELOPER: RIVARD ROAD, LLC (Report of: Public Works)

Recommendations:

1. Approve Parcel Map 38208.
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

- A.10. APPROVE THE REPLACEMENT OF THREE POLICE MOTORCYCLES (Report of: Police Department)

Recommendations:

1. Authorize the purchase of three (3) Honda CRF1100LL Africa Twin police motorcycles and related communication equipment totaling \$95,253.
2. Authorize the transfer of \$93,642.30 from the Equipment Replacement Fund 7510 to General Fund 1010 to add to the budgeted amount of \$1,610 in General Fund Account 1010-60-67-40210-660322, totaling \$95,253 to use for the purchase of three (3) Honda CRF1100LL Africa Twin police motorcycles and related emergency equipment.

- A.11. SECOND READING AND ADOPTION OF 2022 CALIFORNIA BUILDING CODES, CALIFORNIA CODE OF REGULATIONS, TITLE 24, INCORPORATING THE LATEST EDITIONS OF THE MODEL CODES WITH AMENDMENTS (ORD. NO. 991) (Report of: Community Development)

1. That the City Council conduct second reading by title only and adopt Ordinance No. 991.

A.12. AUTHORIZE THE PURCHASE OF THREE PICNIC SHELTERS FROM PORTER CORPORATION FOR COMMUNITY PARK (PROJECT NO. 807 0056-3015) (Report of: Parks & Community Services)

Recommendations:

1. Approve the purchase of three (3) picnic shelters and issuance of a purchase order to Porter Corporation in the amount of \$54,558.01.
2. Authorize the Executive Director to approve a purchase order and any other amendments, for this purchase.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

B.2. MINUTES - CITY COUNCIL - REGULAR MEETING - OCTOBER 18, 2022 6:00 PM (SEE A.2).

Recommendation: Approve as submitted.

B.3. MINUTES - CITY COUNCIL - CLOSED SESSION - OCTOBER 18, 2022 4:30 PM (SEE A.3).

Recommendation: Approve as submitted.

B.4. PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - AMENDMENT NOS. 24 AND 42 (RESO. NOS. CSD 2022-69 AND CSD 2022-70) (Report of: Financial & Management Services)

Recommendation:

1. Adopt Resolution No. 2022-69, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 24) (American Pacific Investments, Inc., located east of Perris Blvd., north of Delphinium Ave.).

2. Adopt Resolution No. 2022-70, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 42) (March Business Center, located at the southeast corner of Krameria Ave. and Heacock St.).

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - CITY COUNCIL - REGULAR MEETING - OCTOBER 18, 2022 6:00 PM (SEE A.2).

Recommendation: Approve as submitted.

- C.3. MINUTES - CITY COUNCIL - CLOSED SESSION - OCTOBER 18, 2022 4:30 PM (SEE A.3).

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - CITY COUNCIL - REGULAR MEETING - OCTOBER 18, 2022 6:00 PM (SEE A.2).

Recommendation: Approve as submitted.

- D.3. MINUTES - CITY COUNCIL - CLOSED SESSION - OCTOBER 18, 2022 4:30 PM (SEE A.3).

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- E.2. MINUTES - CITY COUNCIL - REGULAR MEETING - OCTOBER 18, 2022 6:00 PM (SEE A.2).

Recommendation: Approve as submitted.

- E.3. MINUTES - CITY COUNCIL - CLOSED SESSION -- OCTOBER 18, 2022 4:30 PM (SEE A.3).

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 complete and submit a GOLDENROD speaker slip to the Sergeant-at-Arms.

- F.1. PUBLIC HEARINGS AND RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE WORKFORCE DEVELOPMENT FACILITIES AND PUBLIC ART IMPACT FEE NEXUS STUDY AND IMPLEMENTING THE SAME DEVELOPMENT IMPACT FEES (RESO. NOS. 2022-71 & 2022-72 AND ORDINANCE NO. 992) (Report of: Public Works)

Recommendations: That the City Council:

1. Conduct a Public Hearing for the adoption of the Workforce Development Facilities and Public Art Impact Fee Nexus Study and amendment of the Capital Improvement Plan;
2. Adopt Resolution No. 2022-71 adopting the Workforce Development Facilities and Public Art Impact Fee Nexus Study and amendments to Capital Improvement Plan, and finding the action is exempt from CEQA;
3. Conduct a Public Hearing for the establishment of the City of Moreno Valley Workforce Development Facilities Development Impact Fee

and Public Art Impact Fee;

- 4. Adopt Ordinance No. 992 adopting the Workforce Development Facilities Development Impact Fee and Public Art Impact Fee, and finding the action is exempt from CEQA; and
- 5. Adopt Resolution No. 2022-72, adopting the Workforce Development Facilities Development Impact Fee Schedule.

Motion to introduce Resolution No. 2022-71.

RESULT: APPROVED [UNANIMOUS]
MOVER: David Marquez, Council Member
SECONDER: Ed Delgado, Mayor Pro Tem
AYES: Delgado, Baca-Santa Cruz, Gutierrez, Marquez, Cabrera

Motion to introduce Ordinance No. 992.

RESULT: APPROVED [UNANIMOUS]
MOVER: David Marquez, Council Member
SECONDER: Ulises Cabrera, Council Member
AYES: Delgado, Baca-Santa Cruz, Gutierrez, Marquez, Cabrera

Motion to approve Resolution No. 2022-72

RESULT: APPROVED [UNANIMOUS]
MOVER: David Marquez, Council Member
SECONDER: Ulises Cabrera, Council Member
AYES: Delgado, Baca-Santa Cruz, Gutierrez, Marquez, Cabrera

Elmer Thomas

- 1. Support

Donovan Saadiq

- 1. Support

Tom Jerele Sr.

- 1. Support

Louise Palomarez

- 1. Support

G. GENERAL BUSINESS

G.1. RESOLUTION OF CENSURE (Report of: City Attorney)

Recommendation:

1. That the City Council take whatever action it deems necessary under the circumstances.

RESULT:	APPROVED [3 TO 2]
MOVER:	Ed Delgado, Mayor Pro Tem
SECONDER:	Elena Baca-Santa Cruz, Council Member
AYES:	Ed Delgado, Elena Baca-Santa Cruz, Dr. Yxstian A. Gutierrez
NAYS:	David Marquez, Ulises Cabrera

Raquel Ortega

1. Opposed

Elmer Thomas

1. Supported

Donovan Saadiq

1. Supported

Tom Jerele Sr.

1. Supported

Jorge Zavala

1. Opposed

Roy Bleckert

1. Supported

Christopher Baca

1. Supported

Bob Palomarez

1. Supported

David Lara-Tellez

1. Supported

Patricia Alvarado

1. Opposed

Steven Granada Alvarado

1. Opposed

Louise Palomarez

1. Supported

G.2. SUMMARY REPORT OF 2021 BROWN ACT VIOLATION PROCEEDINGS RELATED TO APPOINTMENT OF LA DONNA JEMPSON TO THE CITY COUNCIL (Report of: City Attorney)

RECOMMENDED ACTION

1. That the City Council receive and file this Summary Report and take whatever additional action it deems necessary under the circumstances.

Elmer Thomas

1. Supported

Donovan Saadiq

1. Supported

David Lara-Tellez

1. Supported

Tom Jerele Sr.

1. Supported

Christopher Baca

1. Supported

Bob Palomarez

1. Supported

Louise Palomarez

1. Supported

Leo Gonzalez

1. Supported

Martin Cabrera Sr.

1. Opposed

Patricia Alvarado

1. Opposed

Roy Bleckert

1. Supported

Lorena Santa Cruz

1. Supported

Johnny Guzman

1. Supported

Motion made by Council Member Baca-Santa Cruz

Motion made by Council Member Baca-Santa Cruz to propose a resolution of censure of Council Member David Marquez and Council Member Ulises Cabrera to a future agenda, with a resolution of training to prevent a future Brown Act Violation, as well as any retaliatory activity behavior by any Council Member.

RESULT:	APPROVED [3 TO 1]
MOVER:	Elena Baca-Santa Cruz, Council Member
SECONDER:	Ed Delgado, Mayor Pro Tem
AYES:	Ed Delgado, Elena Baca-Santa Cruz, Dr. Yxstian A. Gutierrez
NAYS:	Ulises Cabrera
RECUSED:	David Marquez

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

None.

I.REPORTS

None.

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Mayor Pro Tem Delgado reported the following:

The Commission approved a 2nd amendment to the West March Disposition and Development Agreement, which will trigger payments to March JPA when a developer reaches defined milestones.

The Commission also approved development of an 80,074 sq ft speculative industrial building on Meridian Parkway.

Finally, they heard an update on sunseting terms and authorized March JPA staff to draft agreements that will come to this City Council for consideration early next year.

Riverside County Habitat Conservation Agency (RCHCA)

None.

Riverside County Transportation Commission (RCTC)

Mayor Gutierrez provided the following report:

The Committee heard a report regarding the Construction Management Services, Materials Testing, and Construction Surveying for the Interstate 15 SMART Freeway Improvements Project and recommended the Commission award an agreement to Anser Advisory Management, LLC.

Riverside Transit Agency (RTA)

Council Member Marquez reported the following:

The Board approved their Holiday Events schedule to participate in local agency holiday events.

The Board heard a report regarding the RTA operating more than 100 servers to run its critical business operations and store vital data. To provide better security and replace outdated technology, the Board awarded an agreement

to Nth Generation Computing, Inc. for storage area network and disaster recovery replacement services.

The Board also accepted the State of California Transportation Development Act Triennial Performance Audit Results for Fiscal Years 2019-2021 (FY19-FY21).

Western Riverside Council of Governments (WRCOG)

None.

Western Riverside County Regional Conservation Authority (RCA)

None.

School District/City Joint Task Force

None.

I.2. EMPLOYEE ASSOCIATION REPORTS

None.

I.3. CITY MANAGER'S REPORT

1. Stated the Moreno Valley IT Department was recently recognized for being on one of the Top IT Departments in the State of the California.

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 Marquez

1. Supported Senior Center Improvements
2. Road Repairs
3. Homelessness

Council Member Cabrera

1. Dia De Los Muertos Event
2. November Election
3. Safety

Council Member Baca-Santa Cruz

1. Thanked City Staff
2. Encouraged training
3. Thanked speakers

Mayor Pro Tem Delgado

1. School Traffic Safety
2. Senior Center Expansion
3. Acknowledged resident Gary Garner
4. Community Day of Service Event

Mayor Gutierrez

1. Thanked Residents
2. Dia De Los Muertos Event
3. November Election
4. Veteran's Day Event

Motion made by Mayor Pro Tem Delgado

Motion to propose a resolution eliminating the last four cannabis permits in the City to a future agenda.

RESULT: APPROVED [UNANIMOUS]
MOVER: Ed Delgado, Mayor Pro Tem
SECONDER: Dr. Yxstian A. Gutierrez, Mayor
AYES: Delgado, Baca-Santa Cruz, Gutierrez, Marquez, Cabrera

Motion made by Council Member Cabrera

Motion to propose a study session in January or February to explore the various options available for housing for the homeless.

RESULT: APPROVED [UNANIMOUS]
MOVER: Ulises Cabrera, Council Member
SECONDER: Dr. Yxstian A. Gutierrez, Mayor
AYES: Delgado, Baca-Santa Cruz, Gutierrez, Marquez, Cabrera

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 10:27 p.m.

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.

Submitted by:

Jane Halstead, CMC
 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

**MINUTES
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 PUBLIC FINANCING AUTHORITY
MORENO VALLEY HOUSING AUTHORITY**

**CLOSED SESSION – 4:30 PM
November 1, 2022**

CALL TO ORDER

The Closed Session 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, Housing Authority, and the Moreno Valley Public Financing Authority was called to order at 4:30 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

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

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Ed Delgado	Mayor Pro Tem
	Elena Baca-Santa Cruz	Council Member
	David Marquez	Council Member
	Ulises Cabrera	Council Member

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

Mayor Gutierrez opened the public comments portion of the meeting for items listed on the agenda only. There being no members of the public to come forward to speak, he closed the public comments.

Minutes Acceptance: Minutes of Nov 1, 2022 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

CLOSED SESSION

Interim City Attorney Quintanilla announced that the City Council would recess to Closed Session to discuss the item as listed on the agenda and that he did not anticipate any reportable action.

A CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant Government Code Section 54956.9
 Case Name: Sierra Club et al. v. City of Moreno Valley
 Case No.: Riverside County Superior Court Case No. CVR12103300

B CONFERENCE WITH LEGAL COUNSEL - EXPOSURE TO LITIGATION

Pursuant to Government Code Section 54956 (1 Potential Cases)
 Facts and circumstances will be announced prior to Closed Session

Mayor Gutierrez recessed the City Council to the City Manager's Conference Room, second floor, City Hall, for their Closed Session at 4:35 p.m.

Mayor Gutierrez reconvened the Council in the Council Chamber from their City Closed Session at 5:56 p.m.

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

Interim City Attorney Quintanilla announced that there was no reportable action taken in Closed Session.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 5:57 p.m.

Submitted by:

Jane Halstead, CMC
 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

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

**REGULAR MEETING – 6:00 PM
November 15, 2022**

CALL TO ORDER

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

ADJOURNMENT

City Clerk Jane Halstead read the following Notice of Adjournment.

“The regular 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, is hereby cancelled due to lack of quorum pursuant to government code section 54955 and continuance of the following public hearing items, F.1. Moreno Valley Trade Center/Park (report of: Community Development) F.2. Appeals (PAA 22-0002 and PAA 22-0003) for the Moreno Business Center (PEN20-0162 (PEN21-0079)) (report of: Community Development) to December 6, 2022 6:00 p.m. City Hall Council Chamber 14177 Frederick Street Moreno Valley, California.”

There being no further business to come before the City Council, City Clerk Jane Halstead adjourned the meeting at 6:02pm.

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.

Submitted by:

Jane Halstead, CMC
 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: Jane Halstead, CMC, City Clerk

AGENDA DATE: December 6, 2022

TITLE: MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

RECOMMENDED ACTION

Recommendation:

1. Receive and confirm the slate of Mayoral appointments as follows:

EMERGING LEADERS COUNCIL

<u>Name</u>	<u>Position</u>	<u>Term</u>
Gabriel Canonoy*	Member	Ending 05/31/2023
Sophia Navarro*	Member	Ending 05/31/2023
Aneth Martinez – Pasos*	Member	Ending 05/31/2023
Enrique Flores*	Member	Ending 05/31/2023

LIBRARY COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Jenn Carson*	Member	Ending 06/30/23

PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE

<u>Name</u>	<u>Position</u>	<u>Term</u>
Christopher Murphy*	Member	Ending 06/30/23

SENIOR ADVISORY BOARD

<u>Name</u>	<u>Position</u>	<u>Term</u>
-------------	-----------------	-------------

Deborah Elkins*	Member	Ending 06/30/25
Pauline Saldana*	Member	Ending 06/30/25
Robert Moya*	Member	Ending 06/30/25

UTILITIES COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Reginald Allen	Member	Ending 06/30/25

* Pending successful completion of a background check

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.

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

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

1. ELC Application - Gabriel Canonoy_Redacted
2. ELC Application - Sophia Navarro_Redacted
3. ELC Application - Aneth Martinez-Pasos_Redacted
4. ELC Application - Enrique Flores_Redacted
5. Library Commission- Dr. Jenn Carson_Redacted
6. Parks - Christopher Murphy_Redacted
7. Senior Advisory -Deborah Elkins_Redacted
8. Senior Advisory - Pauline Saldana_Redacted
9. Senior Advisory - Robert Moya_Redacted
10. Utilities Commission - Reginald Allen_Redacted

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/10/22 2:38 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/10/22 3:27 PM

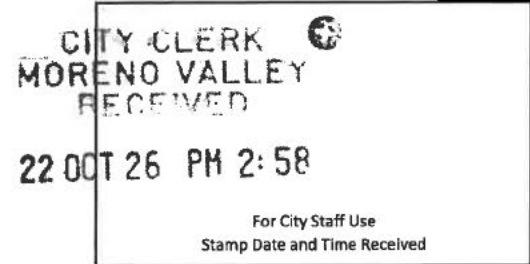
HISTORY:

11/15/22

Next: 12/06/22

City Council

MEETING CANCELLED



**City of Moreno Valley
Emerging Leaders Council (ELC)**
Conference & Recreation Center
14075 Frederick St. Moreno Valley, CA 92552
Tel (951) 413-3280
E-mail: ELC@moval.org

2021-2022 EMERGING LEADERS COUNCIL APPLICATION

SECTION I: APPLICATION INSTRUCTIONS

The purpose of the Emerging Leaders Council (ELC) is to identify high school and/or college students with a desire and potential to become community leaders, educate and engaged young adults in local government, and focus efforts on service to the Moreno Valley community. The Emerging Leaders Council was established as a standing committee with two-year terms by Resolution 2014-30. The attached Resolution 2021-31 modifies existing provisions governing the Emerging Leaders Council.

To apply to be an ELC Commissioner applicants must:

- Be between 14 and 20 years old;
- Be enrolled in an educational institution;
- Serve a minimum two-year term;
- Attend monthly meetings;
- Recruit two youth members before the end of their term;

Individuals who wish to join the ELC as a Commissioner must complete an application and submit it by the listed due date. Individuals who wish to join the ELC as a Member at Large may join at any time by submitting an application. Incomplete applications will be returned. **APPLICATIONS MUST BE TYPED-HAND WRITTEN APPLICATIONS WILL NOT BE ACCPETED.**

Meeting Schedule: Fourth Monday of each month at 6:00p.m., City Hall-Council Chamber, 14177 Frederick Street



Application Timeline:

February 19, 2021	Application Opens
May 13, 2021	Application due by 5:30pm to the Moreno Valley Conference & Recreation Center 14075 Frederick St. Moreno Valley, CA 92552
June 1, 2021	Introduction to City Council and swearing in Commissioners
June 28, 2021	Official Start Date

For questions regarding the ELC program or its application, please contact the Parks & Community Services Department at 951.413.3280 or email at ELC@moval.org.

SECTION II: CHECKLIST

Applications must be submitted by May 13, 2021 at 5:30pm at the Moreno Valley Conference & Recreation Center located at 14075 Frederick Street, Moreno Valley, CA 92552 or to ELC@moval.org. You will receive a confirmation email upon receipt of your application.

Submit the following:

- Typed and signed ELC application
- Letter of Recommendation/Reference-This must be from someone who can share more about the type of person you are and what attributes talents, and passion you can bring to the Emerging Leaders Council.



SECTION III. APPLICANT INFORMATION

Full Name Gabriel Aidannan Tuyor Date of Birth [Redacted]

Home Address [Redacted]

City Moreno Valley CALIFORNIA Zip Code 92557

Home Telephone [Redacted] Cell Phone [Redacted]

E-mail Address [Redacted]

Parent/Guardian #1 Benjie Canonoy

E-Mail Address [Redacted]

Cell Phone [Redacted] Work Phone [Redacted]

Parent/Guardian #2 Zoraida Canonoy

E-Mail Address [Redacted]

Cell Phone [Redacted] Work Phone [Redacted]

SECTION IV: EDUCATION

What grade will you be in during the 2021-2022 school year? 2nd year college

What school will you be attending during the 2021-2022 school year?
University of California, Riverside

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: Football	June-December 2021	Mon-Fri 3pm-5pm
College Classes	January-May 2022	Tues & Thurs 5pm-7pm
<u>College classes</u>	<u>Sept.-Dec. 2022</u>	<u>Mon 5-7pm, Tuesday 2-3:30pm</u> <u>Thursday +</u> <u>Wednesday 5-9pm</u> <u>Friday 11-12pm</u> <u>+ 5-6pm</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attachment: ELC Application - Gabriel Canonoy - Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS)



SECTION V: QUESTIONS

I am applying to be a:

Commissioner Shirt Size M

Member at Large

Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

It would work well for me because I am majoring in Political Science/International Affairs. It is a good learning experience and will help me when I apply for jobs in the future. However, my main reason on joining is that I want to help make Moreno Valley a better place.

Describe any experience you have had that you feel has prepared you to on the Council?

I have been a member of student councils/ASB for 7 years (3 middle school, 4 high school). I am also leaders of clubs and planning teams. I have plenty of leadership experience and work well with others.

What issues would you address or activities would you plan if you were a Council Member?

- More summer events for the ~~teen~~ youth to be a part of.
- Road conditions and possible safety hazards in the city
- Increasing safety on the streets.
- Decreasing the number of homeless living on the streets.
- Slowly modernizing the city



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

I believe that one major issue that teens/young adults face is delinquency. Many times all over SoCal, I have witnessed teens commit several acts of crimes and misdemeanors such as reckless driving, use of tobacco products, and theft. My solution is to propose ideas that can help raise budget going toward neighborhood security and the

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

I hope to be able to help make a change in Moreno Valley, whether it be proposing ideas or voting on bills/proposals being brought up. I want to be able to work in governmental positions in the future, and opportunities such as this will give me a platform to experience and see how proced

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may obtain and review on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles.

Yes No

Pursuant to Resolution 2016-42 all board, commission, or council members must be registered voters of the City of Moreno Valley, provided that they are at least 18 years old.

I hereby agree to attend all Board meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or the appointing authority from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

Attachment: ELC Application - Gabriel Canony_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS)



SECTION VI: ACKNOWLEDGEMENT

For the Applicant: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the aforesaid information.

For the Parent/Guardian: I give permission for Gabriel Canonoy to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

Photo Release: I give permission to the City of Moreno Valley to take photographs while participating in ELC events and activities for the use in future City publicity in broadcast, brochures, telecasts, newspapers and any promotional advertising or other materials. I waive any rights to privacy or publicity I may have in connection with such uses and understand that I will not receive any compensation for such use. By my signature below, I agree to the conditions of my participation stated herein and agree to this Photo Release.

[Redacted Signature]

Applicant Signature

7/11/22

Date

[Redacted Signature]

Parent/Guardian Signature

7/11/22

Date

[Redacted Signature]

Parent/Guardian Signature

7/11/22

Date

Submit Form

Attachment: ELC Application - Gabriel Canonoy_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS)



7/2/22

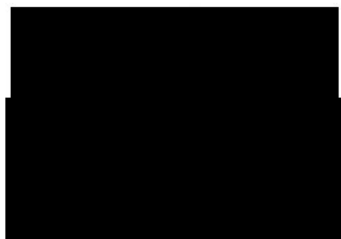
Dear Emerging Leaders Council in Moreno Valley:

My name is Albert Chung, and I'm the main instructor/owner at the Kumon Math & Reading Center of Lakewood East. I am honored to write this letter of recommendation on behalf of Gabriel Canonoy. Since he started working here in September 2019 until the end of July 2021, Gabriel has been an outstanding employee from start to finish.

Gabriel is a natural born leader who has the ability to learn things very quickly. He adapts to his mistakes and listens very carefully. His work duties included grading worksheets, working with children one-on-one, and administering tests.

I highly recommend Gabriel because he is the kind of person that you can count on. Gabriel stood out for me as an employee because he made educated decisions on his own, and had the confidence to pull it off. He works very hard and truly dedicates himself to his own duties, as well as helping others. Gabriel's great attitude, diligence, and integrity will open doors for him in the future.

Sincerely,



Kumon Math & Reading Center of Lakewood East
4324 South St
Lakewood, CA 90712

www.kumon.com/lakewood-east



Attachment: ELC Application - Gabriel Canonoy_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS)



Dear Emerging Leaders Council of Moreno Valley,

I am pleased to recommend Gabriel Canonoy to your program. Gabriel is an inquisitive and determined scholar. He is a strong leader who can equitably represent and help bring a positive impact to the City of Moreno Valley. I served as a mentor to Gabriel in our Onward Scholars Program. In our program, we encourage our students to dream big! His willingness to embark on his own path sets him apart from other students. He exudes a quiet confidence, takes initiative, and is eager to bring new ideas to Moreno Valley. Please keep the following aspects in mind when deciding on the Emerging Leaders Council:

- Gabriel took advantage of our mentoring program to further his leadership development and civic engagement.
- He understands how to seek out resources to bring support to new initiatives.
- Gabriel has a strong perspective on the importance and impact of community efforts, as he played a vital role at our high school through ASB and Campus Ministry.
- He exhibits a passion for using his talents to help his communities prosper.
- Gabriel's intellectual mind, dedication, compassion, and persistence towards goals brings a vibrant energy to all teams he serves.

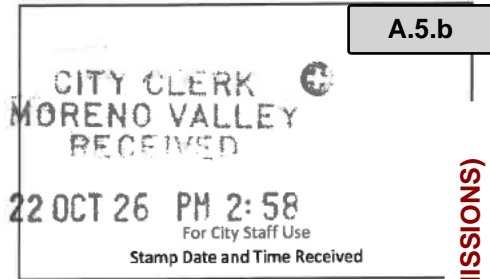
I hope you consider Gabriel for your program; he will add significant value and a unique perspective to your community. Please do not hesitate to contact me with any questions at [REDACTED]

[REDACTED]

Kind regards,

[REDACTED]

Onward Scholars at St. Pius X-St. Matthias Academy
<https://www.onwardscholars.org/>



A.5.b

City of Moreno Valley Emerging Leaders Council (ELC)

Conference & Recreation Center
14075 Frederick St. Moreno Valley, CA 92552
Tel (951) 413-3280
E-mail: ELC@moval.org

2022-2023 EMERGING LEADERS COUNCIL APPLICATION

SECTION I: APPLICATION INSTRUCTIONS

The purpose of the Emerging Leaders Council (ELC) is to identify high school and/or college students with a desire and potential to become community leaders, educate and engaged young adults in local government, and focus efforts on service to the Moreno Valley community. The Emerging Leaders Council was established as a standing committee with two-year terms by Resolution 2014-30. The attached Resolution 2021-31 modifies existing provisions governing the Emerging Leaders Council.

To apply to be an ELC Commissioner applicants must:

- Be between 14 and 20 years old;
- Be enrolled in an educational institution;
- Serve a minimum two-year term;
- Attend monthly meetings;
- Recruit two youth members before the end of their term;

Individuals who wish to join the ELC as a Commissioner must complete an application and submit it by the listed due date. Individuals who wish to join the ELC as a Member at Large may join at any time by submitting an application. Incomplete applications will be returned. **APPLICATIONS MUST BE TYPED-HAND WRITTEN APPLICATIONS WILL NOT BE ACCPETED.**

Meeting Schedule: Fourth Monday of each month at 6:00p.m., Conference and Recreation Center, 14075 Frederick St



For questions regarding the ELC program or its application, please contact the Parks & Community Services Department at 951.413.3280 or email at ELC@moval.org.

SECTION II: CHECKLIST

Applications must be submitted by May 13, 2021 at 5:30pm at the Moreno Valley Conference & Recreation Center located at 14075 Frederick Street, Moreno Valley, CA 92552 or to ELC@moval.org. You will receive a confirmation email upon receipt of your application.

Submit the following:

- Typed and signed ELC application
- Letter of Recommendation/Reference-This must be from someone who can share more about the type of person you are and what attributes talents, and passion you can bring to the Emerging Leaders Council.



SECTION III. APPLICANT INFORMATION

Full Name Sophia Veronica Navarro Date of Birth [REDACTED]

Home Address [REDACTED]

City Moreno Valley, CALIFORNIA Zip Code 92553

Home Telephone [REDACTED] Cell Phone [REDACTED]

E-mail Address [REDACTED]

Parent/Guardian #1 Griselda Molina

E-Mail Address [REDACTED]

Cell Phone [REDACTED] Work Phone [REDACTED]

Parent/Guardian #2 _____

E-Mail Address _____

Cell Phone _____ Work Phone _____

SECTION IV: EDUCATION

What grade will you be in during the 2022-2023 school year? 10th

What school will you be attending during the 2022-2023 school year?
Vista del Lago High School

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: Football	June-December 2022	Mon-Fri 3pm-5pm
College Classes	January-May 2023	Tues & Thurs 5pm-7pm
Cheer	All school year	Mon, Tue, Thursday 3:30pm-5:30pm
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(I can ask to leave 5 to make on time)

Attachment: ELC Application - Sophia Navarro_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS)



SECTION V: QUESTIONS

Commissioner Shirt Size _____

I am applying to be a:

Member at Large

Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

I would like to be apart of the City's Emerging Leaders Council because I want to help and give back to my community. An experience that really enjoyed seeing was "El Grito". I loved how it was an appreciation and gathering for Hispanics/Latinos. I also liked how all the activities were free for kids and families. I would like to be apart of doing things like these.

Describe any experience you have had that you feel has prepared you to on the Council?

Experiences I have had that I feel has prepared me to be on the Council is I used to volunteer at the Moreno Valley Library, being a member of Pathfinders club taking care of kids, and helped at the food bank. All of these in which I had to put my own input and share my ideas.

What issues would you address or activities would you plan if you were a Council Member?

If I were a Council Member an issue I would address is cultural awareness. Activities I would like to plan is fur activites for the elders, children and there families, teens, or the homeless. I would also like to help those in need.



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

One of the major issues facing teens/young adults in Moreno Valley is having the feeling that no one is there for you or feeling alone. I would address this by having gatherings of the same age group and planning fun engaging activities to create new friendships.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

What I hope to accomplish by my participation on the Emerging Leaders Council is strong leadership skill thinking outside the box, and having a more open mind by listening to others opinions. My participation will enhance my future goals and objectives because I would like to be my own boss and this will help me start somewhere by taking charge.

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may obtain and review on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles.

Yes No

Pursuant to Resolution 2016-42 all board, commission, or council members must be registered voters of the City of Moreno Valley, provided that they are at least 18 years old.

I hereby agree to attend all Board meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or the appointing authority from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."



SECTION VI: ACKNOWLEDGEMENT

For the Applicant: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the aforesaid information.

For the Parent/Guardian: I give permission for Sophia Navarro to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

Photo Release: I give permission to the City of Moreno Valley to take photographs while participating in ELC events and activities for the use in future City publicity in broadcast, brochures, telecasts, newspapers and any promotional advertising or other materials. I waive any rights to privacy or publicity I may have in connection with such uses and understand that I will not receive any compensation for such use. By my signature below, I agree to the conditions of my participation stated herein and agree to this Photo Release.

[Redacted Signature]

Applicant Signature

9-25-22

Date

[Redacted Signature]

Parent/Guardian Signature

9-25-22

Date

Parent/Guardian Signature

Date

Submit Form



SEVENTH-DAY
ADVENTIST
CHURCH



**IDENTITY
IN JESUS**
PACIFIC UNION PATHFINDER CAMPOREE

**Pacific Union
Conference**

2686 Townsgate Road
PO Box 5005
Westlake Village, CA91359
Phone [REDACTED]
puccamporee.org

August 29, 2022

To Whom It May Concern:

This letter is to verify that Sophia Veronica Navarro is a Pathfinder in the Pacific Union Conference of Seventh-day Adventists. The Pathfinder program is a worldwide organization of young people with nearly 2 million members around the world. With similar activities as the Girls and Boy Scouts of America, Pathfinders attend regular camping, civic and character building activities, which means being involved in many different projects and events.

If the student named above could be excused from classes October 5-7, 2022 for our upcoming Union Camporee where more than 3,000 Pathfinders are expected to attend, it would be greatly appreciated. The student understands that any missed assignments will need to be made up as required by his/her teacher(s).

Thank you in advance for granting permission and allowing this young person to be a part of this wonderful event.

Sincerely,

[REDACTED]

Pacific Union Camporee [REDACTED]

Attachment: ELC Application - Sophia Navarro_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS)



CITY CLERK
MORENO VALLEY
RECEIVED

22 OCT 26 PH 2:58

For City Staff Use
Stamp Date and Time Received

A.5.c

City of Moreno Valley Emerging Leaders Council (ELC)

Conference & Recreation Center
14075 Frederick St. Moreno Valley, CA 92552
Tel (951) 413-3280
E-mail: ELC@moval.org

2022-2023 EMERGING LEADERS COUNCIL APPLICATION

SECTION I: APPLICATION INSTRUCTIONS

The purpose of the Emerging Leaders Council (ELC) is to identify high school and/or college students with a desire and potential to become community leaders, educate and engaged young adults in local government, and focus efforts on service to the Moreno Valley community. The Emerging Leaders Council was established as a standing committee with two-year terms by Resolution 2014-30. The attached Resolution 2021-31 modifies existing provisions governing the Emerging Leaders Council.

To apply to be an ELC Commissioner applicants must:

- Be between 14 and 20 years old;
- Be enrolled in an educational institution;
- Serve a minimum two-year term;
- Attend monthly meetings;
- Recruit two youth members before the end of their term;

Individuals who wish to join the ELC as a Commissioner must complete an application and submit it by the listed due date. Individuals who wish to join the ELC as a Member at Large may join at any time by submitting an application. Incomplete applications will be returned. **APPLICATIONS MUST BE TYPED-HAND WRITTEN APPLICATIONS WILL NOT BE ACCPETED.**

Meeting Schedule: Fourth Monday of each month at 6:00p.m., Conference and Recreation Center, 14075 Frederick St



For questions regarding the ELC program or its application, please contact the Parks & Community Services Department at 951.413.3280 or email at ELC@moval.org.

SECTION II: CHECKLIST

Applications must be submitted by May 13, 2021 at 5:30pm at the Moreno Valley Conference & Recreation Center located at 14075 Frederick Street, Moreno Valley, CA 92552 or to ELC@moval.org. You will receive a confirmation email upon receipt of your application.

Submit the following:

- Typed and signed ELC application
- Letter of Recommendation/Reference-This must be from someone who can share more about the type of person you are and what attributes talents, and passion you can bring to the Emerging Leaders Council.



SECTION III. APPLICANT INFORMATION

Full Name Aneth Martinez-Pasos Date of Birth [REDACTED]

Home Address [REDACTED]

City Moreno Valley, CALIFORNIA Zip Code 92553

Home Telephone [REDACTED] Cell Phone [REDACTED]

E-mail Address [REDACTED]

Parent/Guardian #1 Daniel Martinez

E-Mail Address [REDACTED]

Cell Phone [REDACTED] Work Phone [REDACTED]

Parent/Guardian #2 Marisa Pasos

E-Mail Address [REDACTED]

Cell Phone [REDACTED] Work Phone [REDACTED]

SECTION IV: EDUCATION

What grade will you be in during the 2022-2023 school year? 10th grade

What school will you be attending during the 2022-2023 school year?
Vista Del Lago High School

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: Football	June-December 2022	Mon-Fri 3pm-5pm
College Classes	January-May 2023	Tues & Thurs 5pm-7pm
Tennis	August - November	Mon-Friday 3pm-6pm

Attachment: ELC Application - Aneth Martinez-Pasos_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND



SECTION V: QUESTIONS

I am applying to be a:

Commissioner Shirt Size _____

Member at Large

Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

I want to serve the City Emerging Leaders Council because I want to help develop my community and I want to be a help with what our community becomes and needs.

Describe any experience you have had that you feel has prepared you to on the Council?

I feel like Tennis has prepared me to be on the Council because I have to communicate with my teammates and get involved with them. I also have to show commitment and participation. I also participated in ASB and ASB activity's so I was a leader in my school and helped my schools activity's and needs.

What issues would you address or activities would you plan if you were a Council Member?

If I was a member of the council I would like to plan community recycling events. This is a big problem in my community because a lot of people liter and there is trash on the streets.

Attachment: ELC Application - Aneth Martinez-Pasos_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

I think one major problem that teens/young adults face is having the feeling that they have no one to rely on nor talk to. We can address this by creating activity and meeting where kids can talk about problems to us.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

I hope for my skills as a leader improve and I learn how to be more communicative with others. My future goals and objectives will enhance because it helps me become a stronger leader for future jobs and become more independent.

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may obtain and review on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles.

Yes No

Pursuant to Resolution 2016-42 all board, commission, or council members must be registered voters of the City of Moreno Valley, provided that they are at least 18 years old.

I hereby agree to attend all Board meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or the appointing authority from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

Attachment: ELC Application - Aneth Martinez-Pasos_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND



SECTION VI: ACKNOWLEDGEMENT

For the Applicant: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the aforesaid information.

For the Parent/Guardian: I give permission for Aneth Martinez- Pasos to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

Photo Release: I give permission to the City of Moreno Valley to take photographs while participating in ELC events and activities for the use in future City publicity in broadcast, brochures, telecasts, newspapers and any promotional advertising or other materials. I waive any rights to privacy or publicity I may have in connection with such uses and understand that I will not receive any compensation for such use. By my signature below, I agree to the conditions of my participation stated herein and agree to this Photo Release.

[Redacted Signature]

Applicant Signature

October 19 2022

Date

[Redacted Signature]

Parent/Guardian Signature

October 19 2022

Date

[Redacted Signature]

Parent/Guardian Signature

October 19 2022

Date

Submit Form

Attachment: ELC Application - Aneth Martinez-Pasos_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND



VISTA DEL LAGO HIGH SCHOOL

Gold Ribbon, Title I Achieving, US News and World Report Silver Medal School
15150 Lasselle Street
Moreno Valley, CA 92551



A.5.c

Phone: [Redacted] Website: vistadellago.mvUSD.net; Facebook: <https://www.facebook.com/vdlhsravens/>
Dr. Dana Dunams, Principal

Mr. Julian McDaniels, Assistant Principal

Mr. Christopher Hooper, Assistant Principal

Ms. Stephanie Williams-Mayrant, Assistant Principal

Mr. Joseph Ochoa, AAIAC

To Whom it May Concern:

My name is Amanda Manley, and I am a high school math teacher and department head at Vista del Lago High School. During the 2021-2022 school year, I had the distinct pleasure of having Aneth Martinez-Pasos as a student during her freshman year as she was enrolled in my Integrated Math 1 Honors class.

Aneth is more than an ideal student. To achieve highest grades and my sincere respect, she has demonstrated outstanding study skills and maintained a clear sense of purpose. The academic content of high school math is challenging, and Aneth maintained top grades for the entire school year. Aneth always works hard and will always go the extra mile. I believe that Aneth always gives 100% in each class that she participates in. She has the ability to be successful in her future.

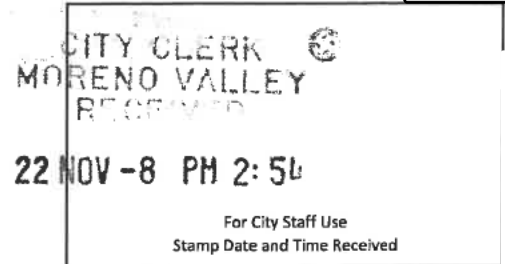
Aneth will be a great candidate for the Emerging Leaders Council. She is a solid student and is a great leader. She has shown me that she is capable of making smart choices and staying away from the negative influences.

I believe that Aneth will do great things during high school and beyond. She is an intelligent young lady with great people skills. She is always extremely respectful and speaks with a high level of intelligence. I highly recommend Aneth Martinez-Pasos as a candidate for the Emerging Leaders Council.

Sincerely,

[Redacted Signature]

Attachment: ELC Application - Aneth Martinez-Pasos_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND



**City of Moreno Valley
Emerging Leaders Council (ELC)**

Conference & Recreation Center
14075 Frederick St. Moreno Valley, CA 92552
Tel (951) 413-3280
E-mail: ELC@moval.org

2022-2023 EMERGING LEADERS COUNCIL APPLICATION

SECTION I: APPLICATION INSTRUCTIONS

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- Be between 14 and 20 years old;
- Be enrolled in an educational institution;
- Serve a minimum two-year term;
- Attend monthly meetings;
- Recruit two youth members before the end of their term;

Individuals who wish to join the ELC as a Commissioner must complete an application and submit it by the listed due date. Individuals who wish to join the ELC as a Member at Large may join at any time by submitting an application. Incomplete applications will be returned. **APPLICATIONS MUST BE TYPED-HAND WRITTEN APPLICATIONS WILL NOT BE ACCPETED.**

Meeting Schedule: Fourth Monday of each month at 6:00p.m., Conference and Recreation Center, 14075 Frederick St.



For questions regarding the ELC program or its application, please contact the Parks & Community Services Department at 951.413.3280 or email at ELC@moval.org.

SECTION II: CHECKLIST

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Submit the following:

- Typed and signed ELC application
- Letter of Recommendation/Reference-This must be from someone who can share more about the type of person you are and what attributes talents, and passion you can bring to the Emerging Leaders Council.



SECTION III. APPLICANT INFORMATION

Full Name Enrique Flores Date of Birth [REDACTED]

Home Address [REDACTED]

City Moreno Valley, CALIFORNIA Zip Code 92551

Home Telephone [REDACTED] Cell Phone [REDACTED]

E-mail Address [REDACTED]

Parent/Guardian #1 Cristina Ton

E-Mail Address [REDACTED]

Cell Phone [REDACTED] Work Phone _____

Parent/Guardian #2 _____

E-Mail Address _____

Cell Phone _____ Work Phone _____

SECTION IV: EDUCATION

What grade will you be in during the 2022-2023 school year? 10th

What school will you be attending during the 2022-2023 school year?
Rancho Verde High School

Below I have listed activities that may conflict with my attendance at the ELC meeting, events, and activities. (Sports, school clubs, college classes, extracurricular activities, work, personal comments).

Activity	Time Period	Time of Event
EX: Football	June-December 2022	Mon-Fri 3pm-5pm
College Classes	January-May 2023	Tues & Thurs 5pm-7pm
Val Verde Unified Explores	August 22 - June23	Everyday
Theatre	January - May 2023	M, W, F 4:30-6:30
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attachment: ELC Application - Enrique Flores_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS)



SECTION V: QUESTIONS

Commissioner Shirt Size 3XL

I am applying to be a:

Member at Large

Please answer the following questions. Use additional sheets if necessary and reference the question:

Why do you want to serve on the City's Emerging Leaders Council?

I have always wanted to make a change all throughout the city. I do my research and help out when I can.

Describe any experience you have had that you feel has prepared you to on the Council?

I've always tried to help out where I can.

What issues would you address or activities would you plan if you were a Council Member?

Community events to help people out and, fell more accept



What do you think is one of the major issues facing teens/young adults in Moreno Valley and how would you address it?

Mental health and academic work and overload. I would make certain resources more accessible to everyone and more comfortable for people to use.

What do you hope to accomplish by your participation on the Emerging Leaders Council? How will your participation enhance your future goals and objectives?

I hope to make a change all throughout the city. Hopefully the programs allow me to learn what to do and make a change all throughout the country or even world.

Are you able to commit to participating in one meeting per month? Each meeting can last approximately two hours.

Yes No

Do you have means of transportation to arrive to meetings on time?

Yes No

May we contact the person who wrote your letter of recommendation?

Yes No

I hereby authorize that the City of Moreno Valley may obtain and review on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles.

Yes No

Pursuant to Resolution 2016-42 all board, commission, or council members must be registered voters of the City of Moreno Valley, provided that they are at least 18 years old.

I hereby agree to attend all Board meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or the appointing authority from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."



SECTION VI: ACKNOWLEDGEMENT

For the Applicant: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the aforesaid information.

For the Parent/Guardian: I give permission for Enrique Flores to apply to be on the City of Moreno Valley Emerging Leaders Council as a Member at Large. If selected, I will permit and support them in attending meetings and activities related to the Emerging Leaders Council. I understand that meetings may be at various times and locations throughout the City of Moreno Valley and beyond City boundaries. I will support and encourage them to fulfill their participation requirements and professional standards as well as uphold the ELC values, mission, and objectives.

Photo Release: I give permission to the City of Moreno Valley to take photographs while participating in ELC events and activities for the use in future City publicity in broadcast, brochures, telecasts, newspapers and any promotional advertising or other materials. I waive any rights to privacy or publicity I may have in connection with such uses and understand that I will not receive any compensation for such use. By my signature below, I agree to the conditions of my participation stated herein and agree to this Photo Release.

[Redacted Signature]

Applicant Signature

10-28-2022

Date

[Redacted Signature]

Parent/Guardian Signature

10-28-2022

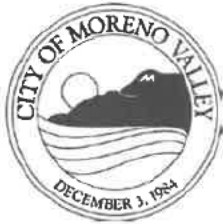
Date

[Redacted Signature]

Parent/Guardian Signature

Date

Submit Form



City of Moreno Valley Boards and Commissions

CITY CLERK
MORENO VALLEY
RECEIVED
22 OCT 26 PM 2:38
For City Clerk's Use
Stamp Date and Time Received

Membership Application Form

Name: Dr. Jenn Carson, DSW

Home Address: [REDACTED]
Moreno Valley CA 92557

How long have you resided in Moreno Valley? Off and On Since 1988

CONFIDENTIAL INFORMATION	
Home Phone No.:	Driver's License No.:
Work Phone No.:	Email Address:
Cell Phone No.:	Date of Birth:

Employer Name: Inland SoCal United Way Position: Inland SoCal Crisis & Suicide Helpline Supervisor
Address: 1835 Chicago Ave Suite B
Riverside CA 92507

Board or Commission applying for*: 1st Choice Library
2nd Choice Any (Public Safety, Historical Preservation...)

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:
 Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:
 Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

*If applying for the MV Citizens Public Safety Committee, please indicate which position you are applying for:
 Non-Profit Business Public Member

Why do you wish to serve on this Board and/or Commission?
Public libraries not only provide free access to books and cultural materials but in the 21st Century, they are vital public spaces that can support isolated seniors, job seekers, unhoused community members and transitional aged youth. As a former K-12 educator and social work leader, I feel I could be an asset to the commission, the community and the staff.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
I am currently a Social Work Adjunct Professor and Suicide Hotline Manager. I was previously a K-12 Educator for 15 Years. I first began using the Moreno Valley Library as a 13 year old child when my family moved to Moreno Valley.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
The Library Commission provides guidance on the implementation of the library program and serves the library staff and users.

What do you hope to accomplish by your participation?
I hope to make the Moreno Valley Library System a dynamic, innovative and inclusive place to read, learn, work and grow.

Attachment: Library Commission- Dr. Jenn Carson_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS)

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

I am a current elected board member for the American Association of Suicidology. You may contact Director, Amelia Lehto (at al@suicidology.org). You may see attached CV for other references.

What other areas of interest do you have in our City government?

I am interested in all functions of city government that address education, health and human services.

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to appointment.

Date(s) of the meeting(s) attended: Have attended city council meetings

Pursuant to Resolution 2016-42 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.


Signature

10/26/22
Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round. All applications are public record; personal information may be redacted to protect applicants' privacy.



City of Moreno Valley Boards and Commissions Membership Application Form

22 OCT 12 PM 3:41
For City Clerk's Use
Stamp Date and Time Received

Attachment: Parks - Christopher Murphy_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS)

Name: Christopher Murphy
Home Address: [Redacted]
Moreno Valley, CA 92557

How long have you resided in Moreno Valley? 3 years

CONFIDENTIAL INFORMATION	
Home Phone No.: <u>N/A</u>	Driver's License No. <u>[Redacted]</u>
Work Phone No. <u>[Redacted]</u>	Email Address <u>[Redacted]</u>
Cell Phone No. <u>[Redacted]</u>	Date of Birth <u>[Redacted]</u>

Employer Name: Laser Tech Position: Human Resources Manager
Address: 7400 Jurupa Ave
Riverside, CA 92504

Board or Commission applying for*: 1st Choice Parks, Community Services and Trails Committee
2nd Choice Environmental and Historical Preservation Board

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:
 Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:
 Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

Why do you wish to serve on this Board and/or Commission?
I am not native to California but I have fallen in love with this area. I am wanting to give back to this community and find a way to serve to make it a better place.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
I have held numerous leadership positions in both the military and private sector.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
Instead of cutting and pasting from the city's web site, I believe it is the responsibility of these boards and commissions to do what is right for the community and its residents and making recommendations to the city counsel. As far as powers and limitations, i can only assume minimal as these positions are not voted on by constituents.

What do you hope to accomplish by your participation?
Like I mentioned, I would like to contribute to making our city a better place, specifically, a more desirable location for the public and for potential businesses.

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

I have worked in human resources for 17 years, the US Air Force for 20+ years. I also do a lot of volunteer work. I co-ran a 501(c)3 in Georgia for 5+ years. I just started a California 501(c)3 this year. Additionally, I am currently volunteering as a mentor with another nonprofit based out of New Jersey.

What other areas of interest do you have in our City government?

Military/Veterans support is my passion, anything the government or the city participates in regarding that area would be great. If there was a way I could work with the city in regards to PTSD/mental health, I would love it. I would also like to learn more about how the city council operates

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to the appointment.

Date(s) of the meeting(s) attended: 10/4/2022 online

Pursuant to Resolution 2016-42 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.



10/12/2022
Date

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City of Moreno Valley Boards and Commissions

CITY CLERK
MORENO VALLEY
RECEIVED
22 NOV -7 PM 5:29
For City Clerk's Use
Stamp Date and Time Received

Membership Application Form

Name: Deborah Elkins

Home Address: [REDACTED]
Moreno Valley, CA

How long have you resided in Moreno Valley? 9 years

CONFIDENTIAL INFORMATION

Home Phone No.: _____ Driver's License No.: [REDACTED]
Work Phone No.: _____ Email Address: [REDACTED]
Cell Phone No.: [REDACTED] Date of Birth: [REDACTED]

Employer Name: _____ Position: _____
Address: _____

Board or Commission applying for*: 1st Choice Senior Advisory Board
2nd Choice _____

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:

Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:

Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

*If applying for the MV Citizens Public Safety Committee, please indicate which position you are applying for:

Non-Profit Business Public Member

Why do you wish to serve on this Board and/or Commission?

The center means a lot to me. It truly changed my life and I watch it change lives on a daily basis. My generation came to Sunnymead to raise their families many years ago. They founded Moreno Valley and have continued to support the city through it's ups and downs. We are an active, vibrant and diverse group of folks. I want to help to provide an environment to explore our next chapter.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:

I have been attending the senior center for 8 1/2 and a volunteer there for over 7. I currently teach fitness classes to seniors and the special needs community.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

I attended a couple meetings years ago and truthfully found it frustrating. I even wrote the mayor regrading it. I envision it being the mayors eye and ear.

What do you hope to accomplish by your participation?

I hope to open up the dialog between members of the center and administration. I want other seniors to feel heard. I would like to help with the expansion of the center.

Attachment: Senior Advisory -Deborah Elkins_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS)

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

I currently teach fitness classes at the center and the city of Perris for Seniors and the Special Needs community.

I have a Facebook page called MoVal Seniors Rock where I've posted photos of past events

I was a board member of the previous Friends of Moreno Valley Senior Center board. I currently arrange dine out fundraiser at local restaurants.

What other areas of interest do you have in our City government?

I'm interested in the issues facing our homeless community, which affects many seniors as well. Also mental health issues.

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to appointment.

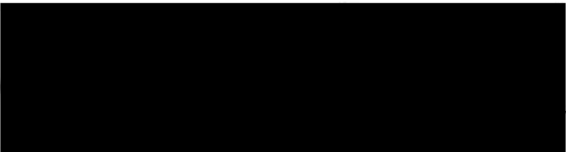
Date(s) of the meeting(s) attended: It has been a few years since I attended. I plan to attend on the 21st

Pursuant to Resolution 2016-42 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.



11/4/22
Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round. All applications are public record; personal information may be redacted to protect applicants' privacy.

Attachment: Senior Advisory -Deborah Elkins_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS)



City of Moreno Valley Boards and Commissions

CITY CLERK
MORENO VALLEY
RECEIVED

22 NOV -7 PM 5:29

For City Clerk's Use
Stamp Date and Time Received

Membership Application Form

Name: Pauline Saldana
Home Address: [REDACTED]
Moreno Valley, 92555

How long have you resided in Moreno Valley? eight years

CONFIDENTIAL INFORMATION

Home Phone No.: _____ Driver's License No.: [REDACTED]
Work Phone No.: [REDACTED] Email Address: [REDACTED]
Cell Phone No.: [REDACTED] Date of Birth: [REDACTED]

Employer Name: Retired teacher Position: _____
Address: _____

Board or Commission applying for*: 1st Choice Senior Advisory Committee
2nd Choice _____

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:
 Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:
 Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

*If applying for the MV Citizens Public Safety Committee, please indicate which position you are applying for:
 Non-Profit Business Public Member

Why do you wish to serve on this Board and/or Commission?
Seniors needs and interest need to be heard and addressed

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
President of the Esperanza Seniors Club in East Los Angeles for 5 years

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
I hope this Board takes into consideration the concerns of its senior citizen population and address needs accordingly

What do you hope to accomplish by your participation?
I bring 1st hand knowledge of the growing concerns of the Moreno Valley Senior Center

Attachment: Senior Advisory - Pauline Saldana_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS)

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

Teacher @ Badillo Elementary, Charter Oak Unified School District	Retired 2010
Zumba Instructor, Moreno Valley Senior Center	Volunteer
Zumba Instructor, Bob Glass Gym In Perris	Volunteer
Zumba Instructor Perris Senior Center	Volunteer

What other areas of interest do you have in our City government?

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to appointment.
Date(s) of the meeting(s) attended: _____

Pursuant to Resolution 2016-42 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.

Signature

11/1/2022

Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round. All applications are public record; personal information may be redacted to protect applicants' privacy.

Attachment: Senior Advisory - Pauline Saldana_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS)



City of Moreno Valley Boards and Commissions

CITY CLERK
MORENO VALLEY
RECEIVED
22 NOV 17 PM 12:46
For City Clerk's Use
Stamp Date and Time Received

Membership Application Form

Name: Robert Moya
Home Address: [REDACTED]
Moreno Valley, CA 92555
How long have you resided in Moreno Valley? 15+ yrs

CONFIDENTIAL INFORMATION

Home Phone No.: [REDACTED] Driver's License No.: [REDACTED]
Work Phone No.: [REDACTED] Email Address: [REDACTED]
Cell Phone No.: [REDACTED] Date of Birth: [REDACTED]
Employer Name: Retired Position: _____
Address: _____

Board or Commission applying for*: 1st Choice Senior Advisor Board (spoke with Mayor)
2nd Choice _____

- *If applying for the Accessibility Appeals Board, please indicate which position you are applying for:
 Physically Challenged Person Person Experienced in Construction Public Member
- *If applying for the Utilities Commission, please indicate which position you are applying for:
 Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility
- *If applying for the MV Citizens Public Safety Committee, please indicate which position you are applying for:
 Non-Profit Business Public Member

Why do you wish to serve on this Board and/or Commission?
Change on the Senior Citizen Advisory Board

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
planned work schedule, sales, pricing and communicate

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
Make changes in the senior citizen advisory board. Be knowledgeable of the limitations presented

What do you hope to accomplish by your participation?
An understanding of what the senior advisor board needs are while including a new team for involvement and participation

Attachment: Senior Advisory - Robert Moya_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS)

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

None

What other areas of interest do you have in our City government?

Primary concern is the Senior Advisor Center

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to appointment.

Date(s) of the meeting(s) attended: November 2022

Pursuant to Resolution 2016-42 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.

[Redacted Signature]

Signature

11-6-2022
Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round. All applications are public record; personal information may be redacted to protect applicants' privacy.



City of Moreno Valley Boards and Commissions Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED
22 NOV -8 PM 2:39
For City Clerk's Use
Stamp Date and Time Received

Name: Reginald L. Allen

Home Address: [REDACTED]
Moreno Valley, CA, 92555

How long have you resided in Moreno Valley? 2 years

CONFIDENTIAL INFORMATION

Home Phone No.: [REDACTED] Driver's License No.: [REDACTED]
Work Phone No.: [REDACTED] Email Address: [REDACTED]
Cell Phone No.: [REDACTED] Date of Birth: [REDACTED]

Employer Name: CIW/CDCR/CCHCS Position: COO/CSE
Address: 16756 Chino-Corona Road
Corona, CA, 92880

Board or Commission applying for*: 1st Choice Utilities Commission
2nd Choice Parks, Community Services & Trails Committee

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:
 Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:
 Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

Why do you wish to serve on this Board and/or Commission?
I want to provide my multidisciplinary knowledge, skills, abilities and professional work experiences in developing the city
Moreno Valley. I've a strong healthcare, business, government administration, public administration and public policy background.
I've over 10 years of government/public administration work experiences.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:

Board & Commission Member - Volunteer City of Covina, Boards & Commission - Parks & Recreation Services | Mar 2017 - Jun 2018
I've over 10 years of government/public administration work experience and knows how government's organizational structure operates. In addition, to government policies, procedures and fiscal stewardship.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

Serve in an advisory, consultative role in directing policies, making recommendations to local elected policymakers and government management. Furthermore, we conduct internal/external review processes while making suggestions for the betterment of the city of Moreno Valley and its residents. Enhancing the Quality of Life (QOL) is paramount for all MOVAL citizens.

What do you hope to accomplish by your participation?

I hope to serve the citizens to the best of my ability as a leader, family man and proud resident of Moreno Valley.
Moreover, I expect to make ideal changes that's in the best interest of all people ethno-culturally diverse populations within Moreno Valley.

Attachment: Utilities Commission - Reginald Allen_Redacted (6013 : MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS)

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

Board & Commission Member – Volunteer City of Covina, Boards & Commission – Parks & Recreation Services | Mar 2017 – Jun 2018

California Correctional Health Care Services (CCHCS), California Department of Corrections & Rehabilitation (CDCR), California Institution for Women (CIW)

Chief Support Executive (CSE) / Chief Operating Officer (COO) Chino-Corona, CA, Jul 2016 – Present

Contact Person: James K. Elliot (CEO) Phone # (916) 698-5484

What other areas of interest do you have in our City government?

I've strong interest, passion and time to properly serve on various, Moreno Valley Boards and Committees.

Emerging Leaders Council; Parks, Community Services and Trails Committee;

Traffic Safety Committee; Utilities Commission; Library Commission; Sr. Citizens Advisory Board;

Environmental & Historical Preservation Board; Arts Commission.

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to the appointment.

Date(s) of the meeting(s) attended: December 20, 2022 or earlier.

Pursuant to Resolution 2016-42 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.



11/6/2022

Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round. All applications are public record; personal information may be redacted to protect applicants' privacy.

Reginald Allen, DHSc, FACHCA, MPA, MS

CITY OF MORENO VALLEY, BOARDS & COMMISSIONS

Moreno Valley, CA 92553 | regallen_3000@yahoo.com | 505-306-1468 | [linkedin.com/in/reginald-l-allen-49109716](https://www.linkedin.com/in/reginald-l-allen-49109716)

Goal-driven, flexible professional with years of experience in delivering calculated directions to ceaselessly champion organizational goals. Proficient in multiple facets revolving around project and program administration, community involvement, consultation, and health service delivery. Forward-thinking and responsible leader with adeptness in managing personnel, resources, and multi-million-dollar budget through the enforcement of background in undertaking leadership roles across healthcare and long-term care industries. A multi-disciplinarian and futurist in the world of government administration, healthcare, mental health, and public social services who is keynoted for recovering failing programs. Aspiring *City of MOVAL Boards & Commissions Member* with a depth of vision, creativity, cultural awareness, and an exceptionally strong work ethic.

FEATHER IN THE CAP

- Saved approximately \$268K+ by promoting lean processes and utilizing Outside Contractors, which curtailed the costs of sending patients out to hospitals with Custody Officers for services/procedures that could be conducted onsite.
- Adopted process improvement methodologies and promoted an extremely cost containing custody, transportation, scheduling, and access to care while eliminating backlog by contracting a Mobile Unit to come onsite to provide radiology services.
- Commanded the initial development & phased roll-out of the Joint Commission for three types of licensing & accreditations.
- Accounted for the development of a comprehensive matrix for Joint Commission Chapter Champions, embedded Joint Commission within the existing Subcommittee infrastructure, and created EOC-HC, DME, EMRRC Subcommittees.
- Pioneered a COVID-19 PPE Program to ensure health safety for 1,130+ employees and compliance with CalOSHA, CDPH Licensing, and Joint Commission Accreditation.

CORE COMPETENCIES

Lean Agile Leadership
 Cloud-Based Solutions
 Records Management
 Mental Health Programs
 Requirements Gathering
 Federal Laws & Regulations
 Excellent Presentation Skills
 Reports & Budget Preparation
 Administrative Audit Functions
 Social Science & Data Analytics
 Safety Culture & Health Services
 Large-scale Enterprise Reporting
 Treatment & Emergency Response
 Business Process & Control Systems
 Hospital & Residential Care Services
 Engagement Services Administration
 Finance & Funding for Social Services
 Emergency Outreach & Triage Services
 Audit, Budgeting, & Financial Planning
 Verbal & Written Communication Skills

PROFESSIONAL EXPERIENCE

California Correctional Health Care Services (CCHCS), California Department of Corrections & Rehabilitation (CDCR), California Institution for Women (CIW)

Chief Support Executive (CSE) / Chief Operating Officer (COO) ■ Chino-Corona, CA, Jul 2016 – Present

Effectuate strategic leadership in overseeing the overall health services, including Medical, Nursing, Mental Health programs, Dental, Laboratory, Radiology (Allied Health), Budgets, Quality Assurance, Performance Improvement, Procurement, and Medical Contracts Departments.

- Strategically govern the strategic planning, structural organization, coordination, implementation, maintenance, application, and deliverance of overall programmatic services within a complex, multi-dimensional health care system.
- Play an integral role in assisting the Joint Commission in pilot project planning to obtain Ambulatory Healthcare (AHC), Behavioral Healthcare (BHC), and Nursing Care Centers (NCC) accreditation for California Institution of Women (CIW).
- Showcase strong decision-making and dedication to providing innovation, accountability, and transparency in measuring government contracts related to government administration, environment of care, environmental health, pharmaceuticals, food, and medical supplies.
- Communicate effectively and provide direction to Senior Managers while strictly observing laws, regulations, and policies compliance of agencies such as Office of Inspector General (OIG), Prison Law Office; CDPH Environmental Health Surveys; Psychiatric Inpatient Program (PIP) Behavioral reaccreditation; Office of Medical Audits (OMA); Receivership-Plata, Perez, Coleman, lawsuits, et al.
- Serve as a lean-agile leader, operational policy advisor, and administrative consultant regarding overall operations and to CEO.
- Display the ability to analyze and recommend solutions to complex management issues while managing the day-to-day operations of Health Care facilities management, case management, environment of care, and health safety for all Clinical/Health Care areas.
- Focus on budget preparation and planning for the organization with a \$60M+ annual budget.
- Promote unity and mobilize 500+ CCHCS/CDCR/CIW employees in the delivery of quality health care programs, plans, and service.

PROFESSIONAL EXPERIENCE *CONTINUED*

- Build robust relationships with the CEO of all Health Care Services and ensure that 62+ Health Care/Medical/Pharmacy Contractors are delivering quality services and products while fulfilling performance metrics.
- Meet service delivery goals and objectives by exercising a thorough knowledge of the methods for planning and budgeting.
- Restructured various subcommittees and Inter-Disciplinary Team (IDT) Workgroups related to Durable Medical Equipment (DME), Environment of Care, ACA, Joint Commission, Legal/Regulatory Compliance, CalOSHA, California Department of Public Health (CDPH) and CDPH Licensing.
- Represent the department at public meetings and hearings and achieve institutional goals by establishing best practices and multidisciplinary and inter-disciplinary workgroups to resolve problems.

Kaiser Permanente - Los Angeles Medical Center (LAMC), Department Administrator / Director of Long-Term Care Geriatric Medicine, Palliative Care, & Continuing Care (GPCC) ■ Los Angeles, CA, Jan 2015 – Oct 2015

Leveraged industry best practices in orchestrating the long-term care activities of LAMC and various skilled nursing facilities (SNFs), promoting quality of care, case management, social services, clinical practice standards, and efficient utilization within the Los Angeles region.

- Developed cost-effective operations standards and focused on prevention of issues and problems prior to impact on operations.
- Adroitly managed a budget of \$30M+, which was designed to maintain, remodel, and secure the facility assets of the area.
- Demonstrated success in connecting complex initiatives, plans, and projects with experience in the areas such as strategic planning, financial management, quality improvement, case management, project management, and human resources management and compliance.
- Identified and established cost-effective programs and practices and bestowed quality service to members, staff, and physicians by working closely with executive management, utilization management, and Physicians-In-Charge.
- Undertook an essential function in developing programs and services which addressed the needs of members, physicians, and staff.
- Contributed toward the overall development of programs and services to provide for the needs of members, physicians, and staff.
- Dexterously counseled the department heads, Managers, Chiefs of Service, and Assistant Physicians-in-Chief of TPMG.
- Directed the maintenance of records and partnered with KFH/HP, TPMG, and labor leaders to target conditions such as Palliative Care, Hospice, Home Health, DME, Behavioral Health, Mental Health, Rehabilitation, Pharmacy, Elder Care, and Social Work that would benefit from a regional multidisciplinary approach.

Sunny Rose Glen Senior Care

Executive Director / Facility Administrator ■ Menifee, CA, May 2013 – Jan 2015

Commandeered the daily provision of outstanding services and quality care in an 81 bed Assisted Living and Alzheimer's Memory Care facility.

- Observed strict compliance with established, regulation, law, policy, program, and budget.
- Cultivated a harmonious work culture and provided agile leadership and effective management of 7+ Directors for IL/AL/MC/CCRC facilities.
- Supervised a multidiscipline team in providing persistent, growing resident satisfaction while providing instructional supervision, education, counseling, and coaching support to ensure next-level resident experience and outcomes.
- Prepared an annual budget of \$8M+ for the facility, managed all aspects of State and Federal government survey processes, and monitored the monthly performance of complex facility operations, rehabilitation, pharmacy, home health, and hospice agencies.
- Maximized profitability through revenue generation and expense control and acted as a Sales and Marketing agent by directing the ongoing activity for the community relations department while conducting tours to meet census goals.
- Assumed utmost responsibility for recruiting and hiring qualified staff along with terminating unsatisfactory staff.

Optimal Aging Consulting

Consultant ■ Long Beach, CA, Nov 2011 – May 2013

Furnished top-notch consultation assistance in evaluating and redesigning long-term care and healthcare systems, processes, policies, and procedures to meet individual, corporate, professional, and regulatory agencies' requirements.

Sequel Inc. - Bernalillo Academy

Director of Quality Assurance & Performance Improvement ■ Albuquerque, NM, Nov 2010 – Nov 2011

Revitalized organizational productivity, existing stakeholder and internal department relationships, and sustainable improvements by launching comprehensive quality assurance and performance improvement systems, medical and healthcare dashboards, and scorecards.

- Successfully reduced 75%+ of agency deficiencies, inefficiencies, and personnel overtime by streamlining organizational workflows, case management, policies, and procedures.
- Accounted for designing and building a departmental data warehouse along with 30+ healthcare management metrics to collect data, track, trend, report, and measure patterns of quality care and services.
- Meticulously evaluated the effectiveness of systematic processes, programmatic services, root cause analysis, object-oriented quality management, and e-systematic processes while correcting risk deficiencies and ensuring continuous quality improvement.
- Dispensed consultation expertise to executives, departmental directors, and employees related to overall administration, risk management, and health safety operations.

REGINALD ALLEN

505-306-1468 · regallen_3000@yahoo

Packet Pg. 96

- Significantly enhanced operational metrics while ensuring the prompt delivery of enterprise-wide projects.

EARLIER PROFESSIONAL EXPERIENCE

New Mexico Department of Health, Los Lunas Community Program

Deputy Executive Administrator ■ Los Lunas, NM, Aug 2007 – Nov 2010

Executed strong operational strategies while directing the program with an annual budget of \$19M+ and generating revenue of \$19.5M+ in the promotion of healthcare, ethics, and compliance, medical nursing, dental, therapeutic, community programs, supported employment, case management, community integration, and social services for mentally retarded/developmentally disabled population in the State of New Mexico.

The State of New Mexico Department of Health, Administrative Services Division / Human Resource Bureau

Loss Control Coordinator/Risk Manager & Health Safety Coordinator ■ Santa Fe, NM, Apr 2004 – Aug 2007

Exhibited executive management, risk management, and business administration expertise in implementing health and safety programs for 4K+ employees, boosted annual generated revenue by \$2.5M+ and recouped \$500K+ receivable costs while maintaining profit margins of \$5M.

The Montebello on Academy by Marriott (CCRC), (Presently owned by 5 Star Management / Sunrise Senior Living Services)

Director of Social Services (For Independent Living, Assisted Living, and Skilled Nursing Home Facilities) ■ Albuquerque, NM, Jun 2002 – Apr 2004

Maintained a single integrated information system for the cluster departments, divisions, and agencies. Performed case management and quality assurance of data submitted for institutional record-keeping and administered clients' account management, social and resource services, psychosocial and long-term medical needs, prioritization, and forecasting while ensuring optimal quality care and services.

United Cerebral Palsy Associations of New York State, Inc.

Assistant Home Manager ■ New York, NY, Apr 2000 – Feb 2001

Competently managed \$1M+ budget for long-term services division for children and adults with mental retardation and developmental disabilities while evaluating the levels of departmental employees and guiding their case management activities to ensure adherence to corporate ethics.

EDUCATION

Doctor of Health Sciences (DHSc)

Eastern Virginia Medical School | Norfolk, VA, Anticipated completion Mar 2023

Fellow of American College of Health Care Administrators (FACHCA)

American College of Health Care Administrators (ACHCA) | Washington, DC, Jun 2017

Master of Public Administration & Policy (M.P.A.), Specializing in Leadership

Walden University | Minnesota, MN, Aug 2013

Master of Science in Gerontology- Specializing in Long-Term Care Administration

University of Utah | Salt Lake City, UT, Aug 1999

Bachelor of Integrated Studies in Health Administrative Services, Health Information Management and Gerontology

Weber State University | Ogden, UT, Aug 1998

CERTIFICATIONS

Certificate in Executive Leadership for Healthcare Professionals (CELHP)

Cornell University | Ithaca, NY, Jun 2011

RESEARCH & TEACHING EXPERIENCE

Graduate Research & Teaching Assistant

University of Utah- Gerontology | Salt Lake City, UT, Aug 1998 – Dec 1999

VOLUNTEER EXPERIENCE

Board & Commission Member – Volunteer

City of Covina, Boards & Commission – Parks & Recreation Services | Mar 2017 – Jun 2018

TECHNICAL SKILLS

Adobe, Media Outlets, Microsoft Office Suite (Word, PowerPoint, Excel), HTML, EHRs, BIS-SAP-GUI, Work Management System



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: December 6, 2022

TITLE: PAYMENT REGISTER - SEPTEMBER 2022

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Payment Register.

SUMMARY

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

The payment register lists in alphabetical order all checks and wires in the amount of \$25,000 or greater, followed by a listing in alphabetical order of all checks and wires less than \$25,000. The payment register also includes the fiscal year-to-date (FYTD) amount paid to each vendor.

PREPARATION OF STAFF REPORT

Prepared By:
Annabelle Wang
Financial Operations Division Manager

Department Head Approval:
Brian Mohan
Assistant City Manager
Chief Financial Officer
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

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. SEPTEMBER 2022 PAYMENT REGISTER

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/07/22 3:56 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/07/22 4:19 PM

HISTORY:

11/15/22 City Council MEETING CANCELLED
 Next: 12/06/22



**City of Moreno Valley
Payment Register
For Period 9/1/2022 through 9/30/2022**

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CA REGIONAL WATER QUALITY CONTROL BOARD	244114	09/07/2022	PH 2_09062022	CWA SEC 401 WATER QUALITY CERT PH 2	\$33,393.00
		09/07/2022	LINE K1_09062022	CWA SEC 401 WATER QUALITY CERT LINE K-1	
Remit to: RIVERSIDE, CA					FYTD: \$33,393.00
CALPINE CORPORATION DBA CALPINE ENERGY SERVICES	34608	09/21/2022	91743	RESOURCE ADEQUACY-AUGUST 2022/MV UTILITY	\$105,400.00
Remit to: HOUSTON, TX					FYTD: \$316,200.00
CANTO, INC.	34659	09/28/2022	SI-16451	1 YEAR SUBSCRIPTION-DESIGN/MIGRATION-MEDIA	\$40,000.00
Remit to: SAN FRANCISCO, CA					FYTD: \$40,000.00
CHARLES ABBOTT ASSOCIATES, INC	34610	09/21/2022	64610	PLAN CHECK SVCS-WQMP REVIEW-JULY 2022	\$25,137.25
		09/21/2022	64609	PLAN CHECK SVCS-NPDES/SWMP-JULY 2022	
		09/21/2022	64606	ENGINEERING SVCS-JULY 2022	
		09/21/2022	64607	PLAN CHECK SVCS-TR37909 PEN20-0063-JULY 2022	
Remit to: MISSION VIEJO, CA					FYTD: \$109,818.25
CHRIS ALAN VOGT DBA CAV CONSULTING	34513	09/07/2022	21034	PROJECT MANAGER CONSULTING SERVICES (CPD)	\$33,774.50
		34661	09/28/2022	21035	PROJECT MANAGER CONSULTING SERVICES (CPD)
Remit to: RIVERSIDE, CA					FYTD: \$117,323.00
COUNTY OF RIVERSIDE FIRE DEPT	34516	09/07/2022	234848	FIRE SERVICES CONTRACT-4TH QTR (FPARC-MV, 234848,21/22,Q4)	\$4,546,372.12
Remit to: PERRIS, CA					FYTD: \$9,357,588.07

Attachment: SEPTEMBER 2022 PAYMENT REGISTER (6000 : SEPTEMBER PAYMENT REGISTER 2022)



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	244098	09/07/2022	JULY 2022	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	\$32,477.23
	244225	09/28/2022	AUG. 2022	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	\$33,859.34
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$129,789.46
EASTERN MUNICIPAL WATER DISTRICT	244173	09/21/2022	AUG-22 9/21/22	WATER CHARGES	\$128,907.62
	244228	09/28/2022	AUG-22 9/28/22	WATER CHARGES	\$108,683.06
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$804,499.49

Attachment: SEPTEMBER 2022 PAYMENT REGISTER (6000 : SEPTEMBER PAYMENT REGISTER 2022)



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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	34558	09/14/2022	INV55667	SOLAR SYSTEM INSPECTION	\$1,016,287.51
		09/14/2022	INV55668	SOLAR SYSTEM INSPECTION	
		09/14/2022	INV55530	DISTRIBUTION CHARGES 7/22/22 - 8/19/22	
	34615	09/21/2022	40-456B-01	WA# 40-456B-TRACT 31621 STREETLIGHTS	\$71,378.49
		09/21/2022	40-433B-01	WA# 40-433B-PAMA BUSINESS PARK	
		09/21/2022	40-523A-02	WA# 40-523A-MV MARKETPLACE	
		09/21/2022	40-478B-06	WA# 40-478B-COURTYARDS AT COTTONWOOD STREETLIGHTS	
		09/21/2022	40-482B-09	WA# 40-482B-ASPEN HILLS 112 UNITS-TR 32142	
		09/21/2022	40-513A-03	WA# 40-513A-OLD FRONTAGE AND BAY AVE	
		09/21/2022	40-514A-03	WA# 40-514A-SKYLER PLACE-TR 38123 177 SFR	
		09/21/2022	40-486-11	WA# 40-486-ITRON FIELD HARDWARE INSTALLATION-COMMISSIONING	
		09/21/2022	INV55782	SOLAR SYSTEM INSPECTION	
		09/21/2022	40-494-01	WA# 40-494-ATT STREETLIGHT UPGRADES FOR 3 ANTENNA INSTALLATIONS	
		09/21/2022	INV55711	SOLAR SYSTEM INSPECTION	
		09/21/2022	40-526-01	WA# 40-526-HARBOR FREIGHT TOOLS	
		09/21/2022	INV55699	METER FEES-CHARTER COMM/PR CONST/LENNAR HOMES	
		09/21/2022	40-512A-03	WA# 40-512A-QUICK QUACK CAR WASH	
		09/21/2022	INV55712	SOLAR SYSTEM INSPECTION	
		09/21/2022	40-501-2208	WA# 40-501-ACQUIRED SCE STREETLIGHTS MAINTENANCE	
		09/21/2022	40-524A-01	WA# 40-524A-YUM YUM DONUTS STREETLIGHTS	
	09/21/2022	40-508-03	WA# 40-508-CYBER SECURITY MONITORING		
	09/21/2022	40-505A-04	WA# 40-505A-TRACT 37725-64 SF HOMES		
	09/21/2022	40-509-02	WA# 40-509-ATT STREETLIGHT UPGRADES FOR 1 ANTENNA INSTALLATION		

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: ANAHEIM, CA					FYTD: \$2,955,619.73
ENTERPRISE SOLUTIONS CONSULTING, LLC	34616	09/21/2022	MVU-2022-09	CONSULTING SVCS-MV UTILITIES	\$45,951.57
Remit to: WEBSTER, NY					FYTD: \$103,208.16
FEHR & PEERS	34560	09/14/2022	157259	MV LOCAL ROADWAY SAFETY PLAN	\$28,696.43
Remit to: WALNUT CREEK, CA					FYTD: \$73,506.14
GOVCONNECTION, INC.	34619	09/21/2022	73041309	EXPAND WI-FI GARDEN-BAND OMNI ANT	\$62,948.62
		09/21/2022	73107514	EXPAND WI-FI GARDEN-CATALYST 9500 48-PORT	
		09/21/2022	73149156	EXPAND WI-FI GARDEN-LITEBEAM 5AC	
		09/21/2022	73030614	EXPAND WI-FI GARDEN-AIRMAX BASES	
		09/21/2022	73129634	EXPAND WI-FI GARDEN-IE 8 10/100 2 T/SFP BASE W/15	
		09/21/2022	73047094	EXPAND WI-FI GARDEN-CISCO MERAKI	
		09/21/2022	73049671	EXPAND WI-FI GARDEN-CISCO SFP 10KM	
		09/21/2022	73090699	EXPAND WI-FI GARDEN-5GHZ LTU CLIENT RADIOS	
		09/21/2022	73058113	EXPAND WI-FI GARDEN-1000BT LAN FOR CISCO	
Remit to: MERRIMACK, NH					FYTD: \$62,948.62
HR GREEN PACIFIC INC.	34564	09/14/2022	155365	CITYWIDE PVT REHAB FY 21/22	\$90,260.50
Remit to: DES MOINES, IA					FYTD: \$322,955.70
LIBRARY SYSTEMS & SERVICES, LLC	34524	09/07/2022	INV6184	LIBRARY CONTRACT SVCS & MATERIALS-MAIN/MALL/IRIS-SEPTEMBER 2022	\$201,418.07
Remit to: ROCKVILLE, MD					FYTD: \$630,582.41

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LIEBERT, CASSIDY, WHITMORE	244232	09/28/2022	225316	LEGAL SERVICES-MO140-00019	\$28,188.61
		09/28/2022	224550	LEGAL SERVICES-MO140-00018	
		09/28/2022	224408	LEGAL SERVICES-MO140-00019	
		09/28/2022	223575	LEGAL SERVICES-MO140-00019	
		09/28/2022	223574	LEGAL SERVICES-MO140-00018	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$37,466.61
LYONS SECURITY SERVICE, INC.	34571	09/14/2022	29931	SECURITY GUARD SVCS-CITY HALL-AUGUST 2022	\$37,317.42
		09/14/2022	29934	SECURITY GUARD SVCS-CONF & REC CTR-AUGUST 2022	
		09/14/2022	29646	SECURITY GUARD SVCS-4TH OF JULY EVENT	
		09/14/2022	29843	SECURITY GUARD SVCS-COMMUNITY PARK-JULY 2022	
		09/14/2022	29845	SECURITY GUARD SVCS-CONF & REC CTR-JULY 2022	
		09/14/2022	29936	SECURITY GUARD SVCS-LIBRARY-AUGUST 2022	
		09/14/2022	29938	SECURITY GUARD SVCS-TOWNGATE-AUGUST 2022	
		09/14/2022	29932	SECURITY GUARD SVCS-COMMUNITY PARK-AUGUST 2022	
	09/14/2022	29933	SECURITY GUARD SVCS-COTTONWOOD SPECIAL EVENT-AUG 2022		
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$94,984.01

Attachment: SEPTEMBER 2022 PAYMENT REGISTER (6000 : SEPTEMBER PAYMENT REGISTER 2022)



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
M. BREY ELECTRIC, INC.	34572	09/14/2022	7927	ROLL UP DOOR REFINISH-FIRE STATION 99	\$83,760.99
		09/14/2022	7926	PARKING LOT REPAIRS-SENIOR CENTER	
		09/14/2022	7918	EMERGENCY ELECTRICAL REPAIRS-SANTIAGO PARK	
		09/14/2022	7940	O2 TANK GUAGE REPAIR-ANIMAL SHELTER	
		09/14/2022	7917	SANDBLAST & PAINT FENCE-FIRE STATION 91	
		09/14/2022	7922	O2 TANK GUAGE REPAIR-ANIMAL SHELTER	
		09/14/2022	7923	ROLL UP DOOR REPLACEMENT-FIRE STATION 99	
	34675	09/14/2022	7924	TRANSPORTATION ROLLUP DOOR REPAIR-CITY YARD	\$35,895.57
		09/28/2022	7963	VEHICLE LIFT INSPECTION #16,16-1,20 & 75 -FLEET SERVICES	
		09/28/2022	7960	REAR DOOR #1 MOTOR OPERATOR-FIRE STATION 99	
		09/28/2022	7959	DOOR #2 FLATBAR REPAIR-FIRE STATION 99	
		09/28/2022	7949	ROLLUP DOOR SLATE REPAIR-FIRE STATION 48	
		09/28/2022	7961	FLOOR REPAIR-CONFERENCE & REC CENTER	
		Remit to: BEAUMONT, CA			
MORENO VALLEY UTILITY	244233	09/28/2022	AUG-22 9/28/22	ELECTRICITY CHARGES FOR PERIOD 07/22-08/19/22	\$139,263.28
Remit to: HEMET, CA					<u>FYTD:</u> \$388,361.89
RE ASTORIA 2 LLC	34625	09/21/2022	2022_09_RE AST 2	RENEWABLE ENERGY-MV UTILITY-AUGUST 2022	\$40,065.43
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$203,558.90

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SC COMMERCIAL LLC DBA SC FUELS	34586	09/14/2022	2182411-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$55,845.78
		09/14/2022	2183499-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2022	2185263-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2022	2187812-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2022	2174906-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2022	2180230-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2022	2188935-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2022	2171719-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2022	2176877-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2022	2166733-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2022	2168076-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2022	2177633-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2022	2169212-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2022	2171019-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SC COMMERCIAL LLC DBA SC FUELS	34627	09/21/2022	2214478-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$54,329.73
		09/21/2022	2202763-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/21/2022	2199500-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/21/2022	2211901-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/21/2022	2209694-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/21/2022	2197968-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/21/2022	2192848-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/21/2022	2191001-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/21/2022	2196464-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/21/2022	2209063-in	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/21/2022	2201832-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/21/2022	2194097-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/21/2022	2203466-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/21/2022	2206745-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/21/2022	2185815-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	

Remit to: ORANGE, CA FYTD: \$203,105.79

SHELL ENERGY NORTH AMERICA (US) L.P. 34587 09/14/2022 2862138 RESOURCE ADEQUACY-M.V. UTILITY/AUG. 2022 \$61,000.00

Remit to: PHILADELPHIA, PA FYTD: \$183,000.00

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

Table with columns: Vendor Name, Check/EFT Number, Payment Date, Inv Number, Invoice Description, Payment Amount. Includes entries for SOUTHERN CALIFORNIA EDISON, SOUTHWEST OFFSET PRINTING CO., INC., SYNERGY COMPANIES, and HAYWARD, CA.

Attachment: SEPTEMBER 2022 PAYMENT REGISTER (6000 : SEPTEMBER PAYMENT REGISTER 2022)



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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
TENASKA ENERGY, INC	34695	09/28/2022	MOREN00202209220	ELECTRICITY POWER PURCHASE-MV UTILITY	\$1,145,168.99
Remit to: ARLINGTON, TX					FYTD: \$2,633,952.25
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	34540	09/07/2022	202209	SEPTEMBER 2022 RETIREE MEDICAL BENEFIT BILLING	\$43,881.54
Remit to: TEMECULA, CA					FYTD: \$152,491.45
THINK TOGETHER, INC	34696	09/28/2022	111-23-02	ASES EXPANDED LEARNING PROGRAM MGMT. SERVICES-INSTALLMENT #2	\$1,369,031.62
		09/28/2022	111-23-01	ASES EXPANDED LEARNING PROGRAM MGMT. SERVICES-INSTALLMENT #1	
Remit to: SANTA ANA, CA					FYTD: \$4,092,736.75
TRAUMA INTERVENTION PROGRAMS OF SOUTHWEST RIV CO	34631	09/21/2022	MV2-722623	EMOTIONAL & PRACTICAL SUPPORT FOR VICTIMS & FAMILIES JUL22-JUN23	\$25,131.00
Remit to: MURRIETA, CA					FYTD: \$25,131.00
U.S. BANK/CALCARDS	34542	09/07/2022	08-29-22	AUGUST 2022 CALCARD ACTIVITY	\$338,851.57
Remit to: ST. LOUIS, MO					FYTD: \$1,084,597.95
WILLDAN FINANCIAL SERVICES	34547	09/07/2022	010-52109	GRANT ADMINISTRATION SERVICES-JUL. 2022	\$41,523.75
		09/07/2022	010-52111	CARES ACT GRANT ADMINISTRATION SERVICES-JUL. 2022	
	34637	09/21/2022	010-52263	GRANT ADMINISTRATION SERVICES-AUG. 2022	\$38,741.25
		09/21/2022	010-52265	ERAP GRANT ADMINISTRATION SERVICES-AUG. 2022	
		09/21/2022	010-52264	CARES ACT GRANT ADMINISTRATION SERVICES-AUG. 2022	
Remit to: TEMECULA, CA					FYTD: \$97,678.89
TOTAL AMOUNTS OF \$25,000 OR GREATER					\$10,451,684.05

Attachment: SEPTEMBER 2022 PAYMENT REGISTER (6000 : SEPTEMBER PAYMENT REGISTER 2022)



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CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
AARVIG AND ASSOCIATES, APC	244096	09/07/2022	120916	LEGAL SERVICES-CLAIM MV2130 (GAMBINA)	\$1,617.92
		09/07/2022	120803	LEGAL SERVICES-CLAIM MV2092 (STRICKLAND)	
		09/07/2022	120907	LEGAL SERVICES-CLAIM MV2047 (M. QUINTANILLA)	
Remit to: REDLANDS, CA					<u>FYTD:</u> \$18,185.35
ACCO ENGINEERED SYSTEMS, INC	34505	09/07/2022	20290699	HVAC PREV. MAINTENANCE-ANNEX 1	\$4,525.00
		09/07/2022	20290703	HVAC PREV. MAINTENANCE-EMERGENCY OPS CENTER	
		09/07/2022	20290704	HVAC PREV. MAINTENANCE-PUBLIC SAFETY BLDG.	
	34549	09/14/2022	20293485	COMMERCIAL FREEZER TROUBLESHOOT & REPAIR-FIRE STATION 58	\$5,321.00
		09/14/2022	20293484	FREEZER TROUBLESHOOT-SENIOR CENTER	
Remit to: PASADENA, CA					<u>FYTD:</u> \$28,770.00
ADMINSURE	34656	09/28/2022	15336	WORKERS' COMP CLAIM ADMIN-SEPTEMBER 2022	\$4,882.00
		09/28/2022	15412	WORKERS' COMP CLAIM ADMIN-OCTOBER 2022	
Remit to: ONTARIO, CA					<u>FYTD:</u> \$12,133.00
ADOPT A HIGHWAY LITTER REMOVAL SERVICE OF AMERICA	34550	09/14/2022	218590	HWY 60 WB	\$625.00
	34605	09/21/2022	214922	HIGHWAY 60 WB	\$625.00
Remit to: ENCINITAS, CA					<u>FYTD:</u> \$1,875.00
AFUNGIA, TEUMALANGA	244191	09/21/2022	2002848.047	SENIOR CTR. RENTAL REFUND	\$314.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$314.50
AIR EXCHANGE INC	34657	09/28/2022	91607874	PLYMOVENT MAINT & REPAIR-FIRE STATIONS	\$505.93
Remit to: FAIRFIELD, CA					<u>FYTD:</u> \$1,247.58

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AIRESPRING INC.	34551	09/14/2022	164079854	LOCAL/LONG DISTANCE CALLS & INTERNET SVC-SEP. 2022	\$2,804.17
Remit to: VAN NUYS, CA					FYTD: \$8,507.03
AMERICAN FENCE COMPANY, INC.	34506	09/07/2022	2415961	TEMPORARY FENCE-25235 LEANN CT	\$70.00
Remit to: PERRIS, CA					FYTD: \$755.00
AMERICAN FORENSIC NURSES	34507	09/07/2022	76375	PHLEBOTOMY SVCS	\$306.10
	34552	09/14/2022	76404	PHLEBOTOMY SVCS	\$61.22
	34606	09/21/2022	76445	PHLEBOTOMY SVCS	\$2,192.78
Remit to: LA QUINTA, CA					FYTD: \$6,183.20
ANDRADE, IVETTE	34508	09/07/2022	07/07 - 08/23/22	MILEAGE REIMBURSEMENT	\$88.75
Remit to: MORENO VALLEY, CA					FYTD: \$192.30
ANIMAL PEST MANAGEMENT SERVICES, INC.	34509	09/07/2022	637747	PEST MANAGEMENT SERVICE-MV UTILITY-JULY 2022	\$249.44
		09/07/2022	667535	PEST MANAGEMENT SERVICE-PARKS	
Remit to: CHINO, CA					FYTD: \$4,080.40
ARGUELLO, KARIE	244187	09/21/2022	9/27 - 10/01/22	TRAVEL PER DIEM - S.O.S.O. SUMMIT/TRAINING	\$231.25
Remit to: MORENO VALLEY, CA					FYTD: \$231.25
ARROYO, GISSELE	244214	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$250.00
AT&T MOBILITY	244170	09/21/2022	435495	CELL PHONE LOCATION/TRACKING SVCS	\$850.00
Remit to: CAROL STREAM, IL					FYTD: \$850.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
AVANT GARDE	34658	09/28/2022	7928	HOME PROGRAM MANAGEMENT-JULY - AUG 2022	\$2,998.75
		09/28/2022	7929	HOME HABITAT FOR HUMANITY-JULY - AUG 2022	
		09/28/2022	7930	CDBG HABITAT FOR HUMANITY-JULY - AUG 2022	
Remit to: POMONA, CA					FYTD: \$5,701.25
AVELAR, CONNIE	244220	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$250.00
AYER, DEAN R.	244241	09/28/2022	10/02 - 10/07/22	TRAVEL PER DIEM & MILEAGE - APPA FALL EDUCATION INSTITUTE	\$382.75
Remit to: MORENO VALLEY, CA					FYTD: \$382.75
BANKS-WATSON, ALEXIS	244120	09/07/2022	R22-165990	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					FYTD: \$75.00
BEARD, JAYLAN	244246	09/28/2022	2002850.047	REFUND- BASKETBALL LEAGUE	\$54.40
Remit to: MORENO VALLEY, CA					FYTD: \$54.40
BERLITZ LANGUAGES, INC.	244126	09/14/2022	001-274-22-02309	BILINGUAL EXAMS	\$75.00
Remit to: PRINCETON, NJ					FYTD: \$525.00
BLANKENSHIP, MELYSSA	244215	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$250.00
BLOCK, JOSHUA	244192	09/21/2022	R22-167437	ANIMAL SERVICES REFUND-CHARGED UNALTERED FEE BY MISTAKE	\$15.00
Remit to: MORENO VALLEY, CA					FYTD: \$15.00

Attachment: SEPTEMBER 2022 PAYMENT REGISTER (6000 : SEPTEMBER PAYMENT REGISTER 2022)



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
BMW MOTORCYCLES OF RIVERSIDE	34510	09/07/2022	6030992	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$2,360.03
		09/07/2022	6031128	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		09/07/2022	6031005	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		09/07/2022	6031044	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		09/07/2022	6031085	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
	34607	09/07/2022	6031092	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$1,707.66
		09/21/2022	6031277	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		09/21/2022	6031276	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		09/21/2022	6031260	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$88,120.31

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
BOX SPRINGS MUTUAL WATER COMPANY	244127	09/14/2022	1085-1 8/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	\$447.53
		09/14/2022	1087-1 8/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/14/2022	1084-1 8/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/14/2022	721-1 8/25/22	WATER USAGE-TOWNGATE-AUG 2022	
		09/14/2022	1086-1 8/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/14/2022	45-4 8/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/14/2022	36-1 8/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/14/2022	204-9 8/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/14/2022	195-5 8/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/14/2022	189-13 8/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/14/2022	1088-1 8/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/14/2022	80-4 8/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/14/2022	331-1 8/25/22	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
Remit to: MORENO VALLEY, CA					FYTD: \$1,336.36

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
BRIDGEPAY NETWORK SOLUTIONS	34511	09/07/2022	10271	CREDIT CARD GATEWAY SVCS-JUNE 2022	\$43.70
		09/07/2022	10459	CREDIT CARD GATEWAY SVCS-JULY 2022	
Remit to: ALTAMONTE SPRINGS, FL					FYTD: \$43.70
BUFORD, CARL	244147	09/14/2022	MVA040035574	REFUND-PARKING CITATION - OVER PAYMENT	\$115.00
Remit to: MORENO VALLEY, CA					FYTD: \$115.00
CALIFORNIA NEWSPAPERS PARTNERSHIP	244221	09/28/2022	0011532726	PUBLIC HEARING NOTICE ADVERTISING-PEN21-0149	\$4,513.26
		09/28/2022	0011541081	PUBLIC HEARING NOTICE ADVERTISING-LEGALS	
		09/28/2022	0011540330	PUBLIC HEARING NOTICE ADVERTISING-LEGALS	
		09/28/2022	0011532892	PUBLIC HEARING NOTICE ADVERTISING-PEN22-0087	
		09/28/2022	0011532730	PUBLIC HEARING NOTICE ADVERTISING-PEN21-0249	
		09/28/2022	0011530154	PUBLIC HEARING NOTICE ADVERTISING-LEGALS	
		09/28/2022	0011529941	PUBLIC HEARING NOTICE ADVERTISING-PEN22-0010	
		09/28/2022	0011526647	PUBLIC HEARING NOTICE ADVERTISING-LEGALS	
		09/28/2022	0011526553	PUBLIC HEARING NOTICE ADVERTISING-LEGALS	
		09/28/2022	0011526552	PUBLIC HEARING NOTICE ADVERTISING-LEGALS	
		09/28/2022	0011529821	PUBLIC HEARING NOTICE ADVERTISING-PEN21-0254	
09/28/2022	0011526651	PUBLIC HEARING NOTICE ADVERTISING-LEGALS			
Remit to: WILLOUGHBY, OH					FYTD: \$6,733.61
CAMACHO, JOSE	244247	09/28/2022	2002858.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$209.60
Remit to: MORENO VALLEY, CA					FYTD: \$209.60
CAMERON-DANIEL, P.C.	34512	09/07/2022	1340	LEGAL SERVICES-MV UTILITY	\$1,017.50
		34609	09/21/2022	1339	LEGAL SERVICES-MV UTILITY
Remit to: SEBASTOPOL, CA					FYTD: \$17,710.00

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CART GUY LLC DBA THE CART GUY	34660	09/28/2022	R22245	GOLF CART RENTALS	\$748.33
Remit to: BANNING, CA					FYTD: \$2,912.97
CERVANTES , MARRISA	244193	09/21/2022	R22-167761	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT FOR 2 DOGS	\$150.00
Remit to: MORENO VALLEY, CA					FYTD: \$150.00
CHANCY, CHIZURU	244171	09/21/2022	JUL. 2022	INSTRUCTOR SERVICES-HULA & ORI TAHITI PERFORMING ARTS CLASS	\$33.00
Remit to: MORENO VALLEY, CA					FYTD: \$142.80
CHANDLER ASSET MANAGEMENT, INC	34553	09/14/2022	2208MORENOVA	INVESTMENT MANAGEMENT SVCS-AUGUST 2022	\$17,450.77
		09/14/2022	2207MORENOVA	INVESTMENT MANAGEMENT SVCS-JULY 2022	
Remit to: SAN DIEGO, CA					FYTD: \$26,177.77
CHRIS ALAN VOGT DBA CAV CONSULTING	34611	09/21/2022	21036	SENIOR ENGINEER CONSULTING SERVICES (LDD)-AUGUST 2022	\$10,216.50
Remit to: RIVERSIDE, CA					FYTD: \$117,323.00
CINTAS CORPORATION NO. 2	34514	09/07/2022	5119942606	FIRST AID KIT SUPPLIES-CORPORATE YARD OFFICES	\$1,970.00
		09/07/2022	5119942628	FIRST AID KIT SUPPLIES-ANNEX	
		09/07/2022	5119942634	FIRST AID KIT SUPPLIES-ANIMAL SHELTER	
		09/07/2022	5119942638	FIRST AID KIT SUPPLIES-CORPORATE YARD MECHANIC SHOP	
		09/07/2022	5119942609	FIRST AID KIT SUPPLIES-CRC	
		09/07/2022	5119942681	FIRST AID KIT SUPPLIES-CITY HALL	
		09/07/2022	5119942696	FIRST AID KIT SUPPLIES-CORPORATE YARD OFFICES	
Remit to: CINCINNATI, OH					FYTD: \$11,906.71

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CIVIC SOLUTIONS, INC	34662	09/28/2022	83122	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	\$6,815.00
Remit to: MISSION VIEJO, CA					FYTD: \$32,945.11
CLARK, ADAM	244219	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$250.00
COATS, DAVID	34612	09/21/2022	JUL. 2022	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$877.80
		09/21/2022	AUG. 2022	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	
Remit to: MORENO VALLEY, CA					FYTD: \$1,311.00
COLONIAL SUPPLEMENTAL INSURANCE	244128	09/14/2022	71330690901291	EMPLOYEE SUPPLEMENTAL INSURANCE	\$6,336.03
Remit to: COLUMBIA, SC					FYTD: \$19,956.56
CORODATA MEDIA STORAGE INC.	34515	09/07/2022	DS1302749	OFF-SITE MEDIA STORAGE-JULY 2022	\$421.05
Remit to: LOS ANGELES, CA					FYTD: \$939.23
COSCO FIRE PROTECTION, INC.	244129	09/14/2022	1000564468	ANNUAL FIRE EXTINGUISHER INSPECTION-CONFERENCE & REC CENTER	\$580.00
	244222	09/28/2022	1000581750	ANNUAL FIRE EXTINGUISHER INSPECTION-RAINBOW RIDGE	\$527.50
		09/28/2022	1000581760	ANNUAL FIRE EXTINGUISHER INSPECTION & REPAIRS-MARCH FIELD PARK C	
		09/28/2022	1000581759	ANNUAL FIRE EXTINGUISHER INSPECTION & REPAIRS-VAL VERDE	
		09/28/2022	1000581752	ANNUAL FIRE EXTINGUISHER INSPECTION-MARCH ANNEX	
Remit to: BREA, CA					FYTD: \$5,853.50
COUNTRY SQUIRE ESTATES	244097	09/07/2022	AUG 2022	UUT REFUND FOR AUGUST 2022	\$24.72
Remit to: ONTARIO, CA					FYTD: \$62.78

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
COUNTY OF RIVERSIDE	244130	09/14/2022	22-238369	RECORDATION DOCUMENTS	\$319.00
	244223	09/28/2022	3616	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 51	\$840.00
		09/28/2022	3605	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 50	
		09/28/2022	3593	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMENDMENT NO. 73	
		09/28/2022	3617	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 52	
		09/28/2022	3596	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 44	
		09/28/2022	3591	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 24	
		09/28/2022	3592	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMENDMENT NO. 65	
		09/28/2022	3594	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 42	
		09/28/2022	3604	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 49	
		09/28/2022	3597	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 46	
		09/28/2022	3598	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 45	
		09/28/2022	3599	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 36	
		09/28/2022	3602	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 47	
		09/28/2022	3603	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 48	
		09/28/2022	3595	REGISTERED VOTERS CONFIRMATION-CFD NO. 2021-01/AMENDMENT NO. 43	



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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
COUNTY OF RIVERSIDE	244224	09/28/2022	22-334271	RECORDATION DOCUMENTS	\$52.00
Remit to: RIVERSIDE, CA					FYTD: \$166,876.45
CPS HUMAN RESOURCE SERVICES	244226	09/28/2022	0007062	CONSULTING SVCS-HR	\$2,451.25
Remit to: SAN FRANCISCO, CA					FYTD: \$2,451.25
CRAFCO, INC.	34554	09/14/2022	9402767352	ASPHALTIC MATERIALS	\$355.97
Remit to: CHANDLER, AZ					FYTD: \$4,784.56
CRANEHILL CAPITAL LLC	244248	09/28/2022	CK NO. 234876	REISSUE OF UNCLAIMED CK# 234876 ORIG. PAYABLE TO PRESTIGE HOMES	\$2,174.49
Remit to: DALLAS, TX					FYTD: \$2,174.49
CRIME SCENE STERI-CLEAN, LLC	34517	09/07/2022	42913	BIO HAZARD REMOVAL SERVICE	\$6,150.00
		09/07/2022	42880	BIO HAZARD REMOVAL SERVICE	
		09/07/2022	42866	BIO HAZARD REMOVAL SERVICE	
		09/07/2022	42848	BIO HAZARD REMOVAL SERVICE	
		09/07/2022	42830	BIO HAZARD REMOVAL SERVICE	
		09/07/2022	42930	BIO HAZARD REMOVAL SERVICE	
		09/07/2022	42957	BIO HAZARD REMOVAL SERVICE	
	34613	09/21/2022	43002	BIO HAZARD REMOVAL SERVICE	\$1,450.00
		09/21/2022	43004	BIO HAZARD REMOVAL SERVICE	
		09/21/2022	43021	BIO HAZARD REMOVAL SERVICE	
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$11,850.00
CSG CONSULTANTS, INC.	34663	09/28/2022	46116	CONSULTING SVCS-PLANNING	\$3,100.00
		09/28/2022	45454	CONSULTING SVCS-PLANNING	
Remit to: FOSTER CITY, CA					FYTD: \$52,662.19

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DELTA DENTAL OF CALIFORNIA	34555	09/14/2022	BE005113758	EMPLOYEE DENTAL INSURANCE-PPO	\$15,209.98
	34556	09/14/2022	BE005114528	EMPLOYEE DENTAL INSURANCE-HMO	\$4,280.21
Remit to: SAN FRANCISCO, CA					FYTD: \$56,833.51
DESCOTEUX, JULIA M.	244242	09/28/2022	10/03 - 10/06/22	TRAVEL PER DIEM & MILEAGE - ACCELA ACCELERATE CONFERENCE 2022	\$339.63
Remit to: MORENO VALLEY, CA					FYTD: \$339.63
DIAMOND ENVIRONMENTAL SERVICES, LP	244099	09/07/2022	0004129366	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF CTR	\$10,136.83
		09/07/2022	0004129364	PORTABLE RESTROOM RENTAL-MV EQUESTRIAN CTR	
		09/07/2022	0003992312	PORTABLE RESTROOM RENTAL-AMPHITHEATER & PARADE-4TH OF JULY	
		09/07/2022	0003999577	PORTABLE RESTROOM RENTAL-4TH OF JULY FIREWORKS ZONE	
		09/07/2022	0003992353	PORTABLE RESTROOM RENTAL-JUNETEENTH@AMPHITHEATER	
	244172	09/21/2022	0004178337	PORTABLE RESTROOM RENTAL-POLICE DEPT	\$97.14
	244227	09/28/2022	0004186905	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF CTR	\$1,158.83
		09/28/2022	0004186903	PORTABLE RESTROOM RENTAL-MV EQUESTRIAN CTR	
		09/28/2022	0004186904	PORTABLE RESTROOM RENTAL-MAINT & OP'S	
Remit to: SAN MARCOS, CA					FYTD: \$15,139.20
DIAZ CONTRERAS, JUAN MANUEL	244149	09/14/2022	MVA020031642	REFUND-PARKING CITATION - VIOLATION DISMISSED	\$172.50
	244150	09/14/2022	MVA020032477	REFUND-PARKING CITATION - VIOLATION DISMISSED	\$80.00
	244151	09/14/2022	MVP85273	REFUND-PARKING CITATION - VIOLATION DISMISSED	\$57.50
Remit to: AZUSA, CA					FYTD: \$310.00
DIAZ, JAMES	244148	09/14/2022	MVA050027860	REFUND-PARKING CITATION - VIOLATION DISMISSED	\$57.50
Remit to: RIVERSIDE, CA					FYTD: \$57.50

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DISH DBS CORPORATION	244131	09/14/2022	86557282/SEPT22	SATELLITE TV-FIRE STATION 99-8/31-9/30/22	\$146.39
Remit to: PALATINE, IL					FYTD: \$439.17
DUNLAP, KATIE	244152	09/14/2022	R22-163654	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					FYTD: \$95.00
E.R. BLOCK PLUMBING & HEATING, INC.	34518	09/07/2022	137696	BACKFLOW DEVICE TEST-FIRE STATION 2	\$1,174.06
		09/07/2022	137749	BACKFLOW DEVICE TEST-FIRE STATION 58	
		09/07/2022	137598-1	BACKFLOW DEVICE TEST-PARKS	
		09/07/2022	137357	BACKFLOW DEVICE TEST-FIRE STATION 65	
		09/07/2022	137611	BACKFLOW DEVICE TEST-PARKS	
		09/07/2022	137750	BACKFLOW DEVICE TEST-FIRE STATION 99	
		09/07/2022	137695	BACKFLOW DEVICE TEST-MAIN LIBRARY	
		09/07/2022	137599	BACKFLOW DEVICE TEST-PARKS	
		09/07/2022	137748	BACKFLOW DEVICE TEST-FIRE STATION 58	
	34557	09/14/2022	137433	BACKFLOW DEVICE TEST-PUBLIC SAETY BLDG.	\$50.00
		09/14/2022	137356	BACKFLOW DEVICE TEST-FIRE STATION 6	
	34665	09/28/2022	137439	SD BACKFLOW REPAIR JULY ADDITIONAL WORK - WQB	\$4,319.06
		09/28/2022	137598	SD BACKLOW TESTING AUGUST	
		09/28/2022	137685	SD BACKFLOW REPAIR JULY ADDITIONAL WORK - ZONE D	
Remit to: RIVERSIDE, CA					FYTD: \$13,104.51
EASTERN MUNICIPAL WATER DISTRICT	244100	09/07/2022	JUL-22 9/7/22	WATER CHARGES	\$8,967.56
		09/07/2022	AUG-22 9/7/22	WATER CHARGES	
Remit to: LOS ANGELES, CA					FYTD: \$804,499.49

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EDGIN, PRISCILLA	244153	09/14/2022	MVP93106	REFUND-PARKING CITATION - VIOLATION DISMISSED	\$41.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$41.00
EMERGENT BATTERY TECHNOLOGIES, INC.	34614	09/21/2022	40881	REPLACEMENT BATTERIES (40) FOR BATTERY BACKUP SYSTEMS	\$13,803.80
		09/21/2022	40961	REPLACEMENT BATTERIES (40) FOR BATTERY BACKUP SYSTEMS	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$13,803.80
EMPIRE MOWER	244229	09/28/2022	23463	TREE TRIMMING EQUIPMENT PARTS	\$1,211.24
		09/28/2022	22594	TREE TRIMMING EQUIPMENT PARTS	
		09/28/2022	22130	TREE TRIMMING EQUIPMENT PARTS	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,211.24
ENCO UTILITY SERVICES MORENO VALLEY LLC	34519	09/07/2022	INV55603	SOLAR SYSTEM INSPECTION	\$8,094.26
		09/07/2022	C22-14	LASSELLE-VEHICLE HIT STREETLIGHT	
		09/07/2022	0402-MF-2739	SOLAR SYSTEM INSPECTION	
		09/07/2022	40-523A-01	WA# 40-523A-MV MARKETPLACE	
		09/07/2022	INV55604	SOLAR SYSTEM INSPECTION	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$2,955,619.73
ESTRADA, CHRISTOPHER ANGEL	244216	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$250.00
FALCON ENGINEERING SERVICES, INC.	34559	09/14/2022	2022-07	SR60/MORENO BEACH PH 2	\$20,651.50
Remit to: CORONA, CA					<u>FYTD:</u> \$92,811.34

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
FAST SIGNS	244230	09/28/2022	70-1627	REVINYL SIGN PEN22-0063	\$1,940.45
		09/28/2022	70-1626	REVINYL SIGN PEN22-0037	
		09/28/2022	70-1623	REVINYL SIGN PEN20-0162 FOR PEN21-0079	
		09/28/2022	70-1621	REVINYL SIGN PEN22-0098	
		09/28/2022	70-1622	REVINYL SIGN PEN22-0057	
Remit to: MORENO VALLEY, CA					FYTD: \$4,291.10
FERRELLGAS LP	244231	09/28/2022	2026670568	PROPANE REFILL-MARCH ANNEX	\$449.98
Remit to: DENVER, CO					FYTD: \$4,640.78
FIRST AMERICAN DATA TREE, LLC	244101	09/07/2022	20027760822	ONLINE SOFTWARE SUBSCRIPTION-AUGUST 2022	\$99.00
Remit to: PASADENA, CA					FYTD: \$297.00
FM THOMAS AIR CONDITIONING INC	34666	09/28/2022	44376	AC1 & AC2 HVAC REPAIR-FIRE STATION 91	\$1,449.82
		09/28/2022	44375	EMERGENCY HVAC REPAIR-MVU KITCHING SUBSTATION	
Remit to: BREA, CA					FYTD: \$1,809.82
FORENSIC NURSES OF SOCAL, INC.	34617	09/21/2022	1949	FORENSIC EXAM FOR PD	\$1,000.00
Remit to: FALLBROOK, CA					FYTD: \$1,000.00
FRANCE PUBLICATIONS, INC. DBA FRANCE MEDIA, INC	34667	09/28/2022	2022-51636	FULL PAGE AD-SHOPPING CTR BUSINESS-SEPT 2022 ISSUE	\$3,450.00
Remit to: ATLANTA, GA					FYTD: \$3,450.00

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FRONTIER COMMUNICATIONS	34618	09/21/2022	7002Z183-S-22217	BACKBONE COMMUNICATIONS SERVICE 8/5-9/4/22	\$4,801.42
		09/21/2022	7002Z183-S-22248	BACKBONE COMMUNICATIONS SERVICE 9/5-10/4/22	
	244102	09/07/2022	081095-5/AUG22	FOREIGN EXCHANGE BUS LISTING-MV UTILITY	\$2,406.67
		09/07/2022	062221-5/JULY22	COMMUNICATION SVCS-06/28-07/27/22	
		09/07/2022	062221-5/AUG22	COMMUNICATION SVCS-07/28-08/27/22	
	244174	09/21/2022	062221-5/SEPT22	COMMUNICATION SVCS-08/28-09/27/22	\$1,228.25
Remit to: ROCHESTER, NY					<u>FYTD:</u> \$10,844.75
FUEL PROS, INC	34561	09/14/2022	0000063858	FUEL PUMP REPAIR-FIRE STATION 2	\$687.44
Remit to: CHINO, CA					<u>FYTD:</u> \$3,350.99
GALVAN PERALTA, JULIO	34562	09/14/2022	9/19 - 9/23/22	TRAVEL PER DIEM-NRPA NATIONAL CONFERENCE & TRADE SHOW	\$310.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$310.50
GALVAN, MICHAEL	244188	09/21/2022	9/27 - 10/01/22	TRAVEL PER DIEM - S.O.S.O. SUMMIT/TRAINING	\$231.25
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$231.25
GARCIA, JAKELINE	244218	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$250.00
GARCIA, MELISSA	244217	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$250.00
GILLETTE, SHARDAE	244194	09/21/2022	2002847.047	REFUND- PICNIC SHELTER	\$82.70
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$82.70
GONZALEZ, MARIA E	244154	09/14/2022	MVA030019689	REFUND-PARKING CITATION - OVER PAYMENT	\$57.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$57.50

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GONZALEZ, MAYRA	34563	09/14/2022	9/19 - 9/23/22	TRAVEL PER DIEM - NRPA NATIONAL CONFERENCE & TRADE SHOW	\$310.50
Remit to: MORENO VALLEY, CA					FYTD: \$310.50
GREENTECH LANDSCAPE, INC.	34520	09/07/2022	53843	LANDSCAPE MAINT-PARKS-AUGUST 2022	\$12,752.70
Remit to: LOS ANGELES, CA					FYTD: \$203,981.77
HABITAT FOR HUMANITY RIVERSIDE	34521	09/07/2022	MHR2122 - INV13	MOBILE HOME REPAIR PROGRAM-JULY 2022	\$476.51
Remit to: RIVERSIDE, CA					FYTD: \$37,347.34
HARGIS, STEVE	34620	09/21/2022	9/19 - 9/22/22	TRAVEL PER DIEM & MILEAGE - INFO-TECH LIVE CONFERENCE	\$294.76
	34668	09/28/2022	10/02 - 10/05/22	TRAVEL PER DIEM & MILEAGE - 2022 MISAC TRAINING CONFERENCE	\$338.13
Remit to: MORENO VALLEY, CA					FYTD: \$632.89
HARRIS FAMILY TRUCKING INC	244155	09/14/2022	MVA020055045	REFUND-PARKING CITATION - OVER PAYMENT	\$86.00
Remit to: CANYON COUNTRY, CA					FYTD: \$86.00
HATZL-PATTERSON, NINA MICHELE	34669	09/28/2022	9/28 - 9/30/22	TRAVEL PER DIEM & MILEAGE - ICSC WESTERN SAN DIEGO 2022 EVENT	\$237.13
Remit to: MORENO VALLEY, CA					FYTD: \$237.13
HDL SOFTWARE LLC	244103	09/07/2022	SIN019126	BUSINESS LICENSE & FALSE ALARM SOFTWARE-8/01/22-7/31/23	\$16,958.72
Remit to: BREA, CA					FYTD: \$18,938.72
HENDERSON, SOPHIA	244156	09/14/2022	MVA010024267	REFUND-PARKING CITATION - VIOLATION DISMISSED	\$57.50
Remit to: MORENO VALLEY, CA					FYTD: \$57.50

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HENRIQUEZ FUNES, VICTORIA ALEJANDRA	244157	09/14/2022	2002825.047	REFUND- PICNIC SHELTER	\$171.84
Remit to: MORENO VALLEY, CA					FYTD: \$171.84
HERNANDEZ, LUIS SANCHEZ	244158	09/14/2022	R22-165844	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					FYTD: \$75.00
HLP, INC.	34670	09/28/2022	22140	WEB LICENSE MONTHLY SVC FEE	\$73.85
Remit to: LITTLETON, CO					FYTD: \$211.75
HOWE, BRETT	244195	09/21/2022	R22-166929	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: WEED, CA					FYTD: \$20.00
HYMES, REKESCHA	244121	09/07/2022	R22-167508	ANIMAL SERVICES REFUND-OVERCHARGED ON FIELD SERVICE FEE	\$10.00
Remit to: MORENO VALLEY, CA					FYTD: \$10.00
IMMI TAX SERVICES, LLC	34565	09/14/2022	2519	BACKGROUND CHECKS	\$338.00
	34671	09/28/2022	2520	BACKGROUND CHECKS	\$364.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,560.00
INTERNATIONAL CODE COUNCIL, INC.	244104	09/07/2022	1001538284	2022 CA LOOSE LEAF CODE BOOKS-BUILDING & SAFETY	\$2,997.00
Remit to: CHICAGO, IL					FYTD: \$2,997.00
ISRAEL IBARRA DBA WORLD FAMOUS TACOS	34672	09/28/2022	1000 - DEPOSIT	DEPOSIT FOR BENEFITS FAIR LUNCH ON 9/29/22	\$1,030.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,030.00

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JAMERSON JANITORIAL INC	34566	09/14/2022	08/29/22	HIRE A MOVAL GRAD INCENTIVE PROGRAM	\$1,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,000.00
JOHNSON , TRACY	34621	09/21/2022	AUG. 2022	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$444.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,311.00
KELLY, SCHAKEEVIA	244213	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$250.00
KILLION, PATRICK	34567	09/14/2022	SUMMER 2022	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$2,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
KONICA MINOLTA BUSINESS SOLUTIONS, USA	34522	09/07/2022	40489950	COPIER LEASE-CITY WIDE-JULY 2022	\$10,026.10
	34568	09/14/2022	40686937	COPIER USAGE-CITY WIDE-AUGUST 2022	\$10,026.10
Remit to: PASADENA, CA					<u>FYTD:</u> \$30,078.30
KRUEGER, KIMBERLEE	244243	09/28/2022	10/03 - 10/06/22	TRAVEL PER DIEM & MILEAGE - ACCELA ACCELERATE CONFERENCE 2022	\$276.13
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$276.13
KUSTOM SIGNALS, INC.	244132	09/14/2022	596466	RADAR/LASER MAINT & REPAIR	\$324.96
	244175	09/21/2022	596828	RADAR/LASER MAINT & REPAIR	\$218.20
Remit to: CHICAGO, IL					<u>FYTD:</u> \$817.48
LAGUNAS, LISET ARIANA	34569	09/14/2022	9/19 - 9/23/22	TRAVEL PER DIEM - NRPA NATIONAL CONFERENCE & TRADE SHOW	\$310.50
Remit to: PERRIS, CA					<u>FYTD:</u> \$310.50

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LANKHORST, JACQUELYN	34673	09/28/2022	10/03 - 10/06/22	TRAVEL PER DIEM - ACCELA ACCELERATE CONFERENCE 2022	\$176.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$176.00
LARA, IVAN	244210	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$250.00
LARAJARA, ANDREA	244211	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$250.00
LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV	244176	09/21/2022	2592	RIVERSIDE COUNTY DIVISION MEETING 07/11/22	\$150.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$190.00
LEAL, RALPH	244189	09/21/2022	9/25 - 9/30/22	TRAVEL PER DIEM - BASIC POLICE MOTORCYCLE TRAINING COURSE	\$814.00
		09/21/2022	10/02 - 10/07/22	TRAVEL PER DIEM - BASIC POLICE MOTORCYCLE TRAINING COURSE	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$814.00
LEWIS, KEYONA	244196	09/21/2022	2002846.047	SENIOR CTR. RENTAL REFUND	\$314.50
Remit to: HEMET, CA					<u>FYTD:</u> \$314.50
LEXISNEXIS PRACTICE MANAGEMENT	34523	09/07/2022	3094045723	LEGAL RESEARCH TOOLS-AUGUST 2022	\$883.20
Remit to: CHICAGO, IL					<u>FYTD:</u> \$2,649.60
LIBRARY SYSTEMS & SERVICES, LLC	34570	09/14/2022	INV6137	PRINT PAYMENT SVCS/SMART KIOSK ADMIN FY 22/23	\$6,295.00
Remit to: ROCKVILLE, MD					<u>FYTD:</u> \$630,582.41

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LIEBERT, CASSIDY, WHITMORE	244133	09/14/2022	220125	LEGAL SERVICES-MO140-00019	\$9,278.00
		09/14/2022	220123	LEGAL SERVICES-MO140-00001	
		09/14/2022	220124	LEGAL SERVICES-MO140-00018	
		09/14/2022	221931	LEGAL SERVICES-MO140-00019	
		09/14/2022	221930	LEGAL SERVICES-MO140-00001	
Remit to: LOS ANGELES, CA					FYTD: \$37,466.61
LONDON, JOHN	244209	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$250.00
LONDON, KORII	244212	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$250.00
LYONS SECURITY SERVICE, INC.	34525	09/07/2022	29842	SECURITY GUARD SVCS-CITY HALL-JULY 2022	\$8,423.51
		09/07/2022	29847	SECURITY GUARD SVCS-LIBRARY-JULY 2022	
		09/07/2022	29848	SECURITY GUARD SVCS-SENIOR CENTER-JULY 2022	
		09/28/2022	29846	SECURITY GUARD SVCS-ERC-JULY 2022	
Remit to: ANAHEIM, CA					FYTD: \$94,984.01
MACIAS, STEPHANIE	34676	09/28/2022	9/28 - 9/30/22	TRAVEL PER DIEM & MILEAGE - ICSC WESTERN SAN DIEGO 2022 EVENT	\$299.38
Remit to: MORENO VALLEY, CA					FYTD: \$299.38
MANDELL MUNICIPAL COUNSELING	244134	09/14/2022	AUGUST 2022	LEGAL SERVICES FOR SPECIAL FINANCING DISTRICTS	\$480.00
		09/14/2022	JULY 2022	LEGAL SERVICES FOR SPECIAL FINANCING DISTRICTS	
Remit to: LOS ANGELES, CA					FYTD: \$480.00

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MANIER, DECHANTE	244115	09/07/2022	9/12 - 9/14/22	TRAVEL PER DIEM - WOMEN LEADERS IN LAW ENFORCEMENT TRAINING	\$231.25
Remit to: MORENO VALLEY, CA					FYTD: \$231.25
MARGARITAS GRILL RESTAURANT & CATERING, LLC	244125	09/07/2022	S02300	VIP CATERING-4TH OF JULY 2022 EVENT	\$10,261.56
		09/07/2022	S02318	VIP CATERING-JUNETEENTH 2022 EVENT	
Remit to: MORENO VALLEY, CA					FYTD: \$10,261.56
MARIPOSA LANDSCAPES, INC.	34677	09/28/2022	99097	DETENTION BASIN MAINTENANCE SERVICES-AUG. 2022	\$3,730.00
Remit to: IRWINDALE, CA					FYTD: \$90,217.91
MARMOLEJO, ALEXANDRIA	244197	09/21/2022	2002839.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$209.60
Remit to: MORENO VALLEY, CA					FYTD: \$209.60
MARQUEZ-CLAYPOOL, ALEJANDRA	244159	09/14/2022	MVA010023740	REFUND-PARKING CITATION - VIOLATION DISMISSED	\$57.50
Remit to: RIVERSIDE, CA					FYTD: \$57.50
MARTINEZ JR., RENE B	34678	09/28/2022	10/03 - 10/06/22	TRAVEL PER DIEM - ACCELA ACCELERATE CONFERENCE 2022	\$224.00
Remit to: MORENO VALLEY, CA					FYTD: \$224.00
MARTINEZ, CARLOS	244190	09/21/2022	9/25 - 9/30/22	TRAVEL PER DIEM - BASIC POLICE MOTORCYCLE TRAINING COURSE	\$814.00
		09/21/2022	10/02 - 10/07/22	TRAVEL PER DIEM - BASIC POLICE MOTORCYCLE TRAINING COURSE	
Remit to: MORENO VALLEY, CA					FYTD: \$814.00

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MASON, BRITTNEY	244160	09/14/2022	2002796.047	REFUND-VALLEY DAY CAMP	\$94.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$94.80
MEESTER, DONNA	244145	09/14/2022	REIMB.-08/11/22	REIMBURSEMENT FOR DISPLAY BOARD & STAFF ICE CREAM SOCIAL ITEMS	\$491.01
		09/14/2022	9/19 - 9/23/22	TRAVEL PER DIEM-NRPA NATIONAL CONFERENCE & TRADE SHOW	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$491.01
MENDOZA, ANTHONY	244204	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$250.00
MENGISTU, YESHIALEM	34573	09/14/2022	AUG. 2022	MILEAGE REIMBURSEMENT - AUGUST 2022	\$183.75
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$270.92
MERCHANTS BUILDING MAINTENANCE, LLC.	34622	09/21/2022	688077	COMMUNITY PARK RESTROOMS DAY PORTER SERVICES-JUL. 2022	\$9,150.00
		09/21/2022	689263	COMMUNITY PARK RESTROOMS DAY PORTER SERVICES-AUG. 2022	
	34679	09/28/2022	688078	WINDOW CLEANING FOR MVU - JULY 2022	\$540.00
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$89,331.75
MEYERS FOZI & DWORK, LLP	34574	09/14/2022	21332	LIABILITY CLAIM SERVICES/JUL. 2022-DEYO V. CITY #21-158110	\$3,271.40
		09/14/2022	21329	LIABILITY CLAIM SERVICES/JUL. 2022-WALLACE, G. #21-158207	
Remit to: CARLSBAD, CA					<u>FYTD:</u> \$11,730.00
MIRABELLA, KIMBERLY	244116	09/07/2022	9/12 - 9/14/22	TRAVEL PER DIEM - WOMEN LEADERS IN LAW ENFORCEMENT TRAINING	\$231.25
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$231.25

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MISSION LINEN SUPPLY, INC.	34575	09/14/2022	517632074	LINEN RENTAL SERVICES	\$738.29
		09/14/2022	517623393	LINEN RENTAL SERVICES	
		09/14/2022	517581120	LINEN RENTAL SERVICES	
		09/14/2022	517753567	LINEN RENTAL SERVICES	
		09/14/2022	517710883	LINEN RENTAL SERVICES	
		09/14/2022	517374893	LINEN RENTAL SERVICES	
		09/14/2022	517453256	LINEN RENTAL SERVICES	
		09/14/2022	517495714	LINEN RENTAL SERVICES	
		09/14/2022	517410694	LINEN RENTAL SERVICES	
		09/14/2022	517536616	LINEN RENTAL SERVICES	
09/14/2022	517668713	LINEN RENTAL SERVICES			
Remit to: SANTA BARBARA, CA					<u>FYTD:</u> \$896.49
MOLINA, DEBORAH	244161	09/14/2022	MV102533	REFUND-PARKING CITATION - OVER PAYMENT	\$375.00
Remit to: ONTARIO, CA					<u>FYTD:</u> \$375.00
MONTANO, JACQUELYN	244198	09/21/2022	R22-166328	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$95.00
MORENO VALLEY COMMUNITY BAND	244177	09/21/2022	INV-MAY 31, 2022	SPONSORSHIP FOR FY 22-23 / PROVIDE 4 FREE COMMUNITY CONCERTS	\$5,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,500.00
MORENO VALLEY COMMUNITY VET CARE	34576	09/14/2022	AUG. 2022	VETERINARY SERVICES-MV ANIMAL SHELTER/AUGUST 2022	\$17,180.31
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$39,488.78

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MORENO VALLEY DIAMOND GIRLS SOFTBALL ASSOCIATION	244117	09/07/2022	AUG 29, 2022	SPONSORSHIP - MVDGSA TEAM RUTHLESS	\$200.00
	244118	09/07/2022	AUG 31, 2022	SPONSORSHIP - MVDGSA TEAM LUNACHICKS	\$500.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,700.00
MORENO VALLEY FRIENDS OF THE LIBRARY	34680	09/28/2022	JULY 2022	PASS THROUGH FUNDS 7/1-7/31/22	\$2,401.00
		09/28/2022	AUGUST 2022	PASS THROUGH FUNDS 8/1-8/31/22	
Remit to: MORENO VALLEY, CA					FYTD: \$4,622.12
MORENO VALLEY MALL HOLDING, LLC	34681	09/28/2022	OCT. 2022 RENT	OCTOBER 2022 RENT PAYMENT FOR SP. 2078-M.V. LIBRARY BRANCH	\$6,874.54
Remit to: MORENO VALLEY, CA					FYTD: \$20,623.62
MORENO VALLEY TOW & RADIATOR	244178	09/21/2022	17146	EVIDENCE TOWING FOR PD	\$3,238.25
		09/21/2022	15658	EVIDENCE TOWING FOR PD 1/26/22	
		09/21/2022	16917	EVIDENCE TOWING FOR PD	
		09/21/2022	17047	EVIDENCE TOWING FOR PD	
		09/21/2022	17425	EVIDENCE TOWING FOR PD	
		09/21/2022	16714	EVIDENCE TOWING FOR PD	
		09/21/2022	16834	EVIDENCE TOWING FOR PD	
		09/21/2022	17136	EVIDENCE TOWING FOR PD	
Remit to: MORENO VALLEY, CA					FYTD: \$8,220.50
MORENO VALLEY UNIFIED SCHOOL DISTRICT	244105	09/07/2022	NS23-00002	NUTRITION-VALLEY KIDS CAMP PROGRAM LUNCHES - AUG. 2022	\$1,012.50
Remit to: MORENO VALLEY, CA					FYTD: \$35,860.00

Attachment: SEPTEMBER 2022 PAYMENT REGISTER (6000 : SEPTEMBER PAYMENT REGISTER 2022)



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MORSE, ROBERTA	244199	09/21/2022	R22-166329	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$95.00
MWI ANIMAL HEALTH	244179	09/21/2022	43069571	ANIMAL MEDICAL SUPPLIES	\$1,367.11
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$2,320.96
NAIK, DIVYA	244200	09/21/2022	R22-166508	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$75.00
NAMEKATA, JAMES	34623	09/21/2022	AUG. 2022	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$877.80
		09/21/2022	JUL. 2022	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,311.00
NATIONAL BUSINESS FURNITURE	34577	09/14/2022	MK581242-TDQ	SD - ERGONOMIC CHAIR - MARESSA NUNEZ	\$479.37
Remit to: MILWAUKEE, WI					<u>FYTD:</u> \$479.37
NBS GOVERNMENT FINANCE GROUP	34682	09/28/2022	202209-1771	BOUNDARY MAP PREPARATION	\$4,400.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$5,200.00
NETRONIX INTEGRATION	34578	09/14/2022	S46489.01	LOBBY DOOR CARD READER REPAIR-ANIMAL SHELTER	\$462.50
	34683	09/28/2022	S47208.01	SANTIAGO CALL BOX-CITY YARD	\$337.50
Remit to: SAN JOSE, CA					<u>FYTD:</u> \$800.00
NEW HORIZON MOBILE HOME PARK	34579	09/14/2022	AUG 2022	UUT REFUND FOR AUGUST 2022	\$7.41
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$7.41

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NEWHALL, KATRINA	244201	09/21/2022	R22-166337	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: GRANITE FALLS, WA					FYTD: \$75.00
NGUYEN, CLEMENT BA DUONG	34580	09/14/2022	JUL. 2022	INSTRUCTOR SERVICES-VOVINAM MARTIAL ARTS CLASSES	\$765.60
		09/14/2022	AUG. 2022	INSTRUCTOR SERVICES-VOVINAM MARTIAL ARTS CLASSES	
Remit to: BEAUMONT, CA					FYTD: \$1,197.00
NORM REEVES HONDA SUPERSTORE	244162	09/14/2022	MVA050024871	REFUND-PARKING CITATION - VIOLATION DISMISSED	\$57.50
Remit to: CERRITOS, CA					FYTD: \$57.50
NPG INC, DBA GOLDSTAR ASPHALT PRODUCTS	34581	09/14/2022	19655	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OPS	\$6,413.82
		09/14/2022	19499	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OPS	
		09/14/2022	19209	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OPS	
		09/14/2022	19377	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OPS	
		09/14/2022	19504	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OPS	
		09/14/2022	19771	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OPS	
		09/14/2022	19866	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OPS	
	34684	09/28/2022	19974	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OPS	\$367.42
		09/28/2022	20110	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OPS	
Remit to: PERRIS, CA					FYTD: \$7,243.49
NUNEZ, MARESSA	34526	09/07/2022	REIMB-7/13/22	REIMBURSEMENT FOR MASTER CPE 12-MO. SUBSCRIPTION	\$149.00
Remit to: MORENO VALLEY, CA					FYTD: \$149.00
OLEA, ADRIAN	244163	09/14/2022	MVA040009168	REFUND-PARKING CITATION - VIOLATION DISMISSED	\$38.00
Remit to: SAN FERNANDO, CA					FYTD: \$38.00

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ONESOURCE DISTRIBUTORS, INC.	34527	09/07/2022	S6830544.001	(5) 75KVA TRANSFORMERS FOR MVU INVENTORY	\$22,083.36
Remit to: OCEANSIDE, CA					<u>FYTD:</u> \$22,083.36
ORNELAS, MADISON	244203	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$250.00
PACIFIC PRODUCTS AND SERVICES LLC	244135	09/14/2022	30608	SIGN POSTS, ANCHORS, SLEEVES, & BRACES	\$21,796.75
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$21,796.75
PALM SPRINGS AIR MUSEUM INC	34528	09/07/2022	1657	4TH OF JULY FLYOVER	\$3,000.00
Remit to: PALM SPRINGS, CA					<u>FYTD:</u> \$3,000.00
PARSONS TRANSPORTATION GROUP, INC.	34582	09/14/2022	2209A008	SR60/MORENO BEACH PH 2	\$4,018.81
		09/14/2022	2208A008	SR60/MORENO BEACH PH 2	
Remit to: IRVINE, CA					<u>FYTD:</u> \$6,274.09

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PEPE'S TOWING	34529	09/07/2022	105836	EVIDENCE TOWING FOR PD	\$1,680.25	
		09/07/2022	105481	EVIDENCE TOWING FOR PD		
		09/07/2022	105842	EVIDENCE TOWING FOR PD		
		09/07/2022	105837	EVIDENCE TOWING FOR PD		
		09/07/2022	105819	EVIDENCE TOWING FOR PD		
		09/07/2022	105480	EVIDENCE TOWING FOR PD		
		34530	09/07/2022	106911	EMERGENCY TOWING SERVICES FOR FLEET VEHICLE	\$250.00
		34624	09/21/2022	105816	EVIDENCE TOWING FOR PD	\$337.50
		34685	09/28/2022	105494	EMERGENCY TOWING SERVICES FOR FLEET VEHICLE	\$290.00
			09/28/2022	107733	EMERGENCY TOWING SERVICES FOR FLEET VEHICLE	
		09/28/2022	106966	EMERGENCY TOWING SERVICES FOR FLEET VEHICLE		
Remit to: MORENO VALLEY, CA					FYTD: \$2,907.75	
PICAZO, JONATHAN	244252	09/28/2022	10/04 - 10/08/22	TRAVEL PER DIEM & MILEAGE - 2022 NEOGOV CONNECT CONFERENCE	\$610.50	
Remit to: MORENO VALLEY, CA					FYTD: \$610.50	
PROFESSIONAL COMMUNICATIONS NETWORK PCN	244106	09/07/2022	220910724	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM	\$499.73	
	244180	09/21/2022	221010160	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM	\$594.23	
Remit to: RIVERSIDE, CA					FYTD: \$2,162.67	
PSOMAS	34583	09/14/2022	186923	JUAN BAUTISTA TRAIL ATP 2	\$2,054.63	
Remit to: LOS ANGELES, CA					FYTD: \$3,522.73	
RAMIREZ, NATALY	244205	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00	
Remit to: MORENO VALLEY, CA					FYTD: \$250.00	

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RAMOS, ROBERTO	34531	09/07/2022	AUG. 2022	INSTRUCTOR SERVICES-AMAZING MARTIAL ARTS & TAE KWON DO CLASSES	\$764.40
Remit to: MORENO VALLEY, CA					FYTD: \$3,276.00
READY REFRESH BY NESTLE	34532	09/07/2022	02H0035449305	BOTTLED WATER COOLER RENTAL-CREEKSIDE ELEMENTARY/CHILD CARE	\$4.28
		09/07/2022	02H0035449180	BOTTLED WATER COOLER RENTAL-ARMADA ELEMENTARY/CHILD CARE	
Remit to: LOUISVILLE, KY					FYTD: \$743.14
REGALADO, BLANCA E	34584	09/14/2022	AUG. 2022	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$410.40
Remit to: MORENO VALLEY, CA					FYTD: \$1,600.20
RHYTHM TECH PRODUCTIONS, LLC	34626	09/21/2022	757	AUDIO/VISUAL & LIGHTING SVCS. FOR MOVAL SUMMER CONCERTS & MOVIES	\$8,273.20
		09/21/2022	824	2ND STAGE FOR 2022 4TH OF JULY EVENT	
	34686	09/28/2022	860	SOUND ENGINEER SERVICES FOR EL GRITO 2022 EVENT	\$1,848.00
Remit to: COLTON, CA					FYTD: \$10,121.20
RIVERA, JOCELYN	244206	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$250.00
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	244136	09/14/2022	HS0000007038	FRA RABIES TESTING @ PUBLIC HEALTH LAB - JUL. 2021	\$150.00
		09/14/2022	HS0000007313	FRA RABIES TESTING @ PUBLIC HEALTH LAB - MAY 2022	
Remit to: RIVERSIDE, CA					FYTD: \$350.00

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RIVERSIDE COUNTY SHERIFF-PSEC UNIT	244107	09/07/2022	PE0000000459	PSEC RADIO SUBSCRIPTIONS-CODE 7/1-7/31/22	\$932.04
		09/07/2022	PE0000000460	PSEC RADIO SUBSCRIPTIONS-PARKS 7/1-7/31/22	
	244234	09/28/2022	PE0000000494	PSEC RADIO SUBSCRIPTIONS-CODE 8/1-8/31/22	\$990.50
		09/28/2022	PE0000000496	PSEC RADIO SUBSCRIPTIONS-OEM 8/1-8/31/22	
		09/28/2022	PE0000000495	PSEC RADIO SUBSCRIPTIONS-PARKS 8/1-8/31/22	
Remit to: RIVERSIDE, CA					FYTD: \$4,428.84
ROADPOST USA INC DBA BLUECOSMO	34687	09/28/2022	BU01497299	SATELLITE PHONE SERVICE PLAN-FIRE	\$545.40
Remit to: SEATTLE, WA					FYTD: \$2,435.02
ROBERT HALF INTERNATIONAL, INC.	34533	09/07/2022	60622240	ACCOUNTING TEMP. - W.E. 08/26/22 (R. SANCHEZ)	\$17,484.16
		09/07/2022	60405777	ACCOUNTING TEMP. - W.E. 07/22/22 (R. SANCHEZ)	
		09/07/2022	60514541	ACCOUNTING TEMP. - W.E. 08/05/22 (R. SANCHEZ)	
		09/07/2022	60556183	ACCOUNTING TEMP. - W.E. 08/12/22 (R. SANCHEZ)	
		09/07/2022	60569732	ACCOUNTING TEMP. - W.E. 08/19/22 (R. SANCHEZ)	
		09/07/2022	60473579	ACCOUNTING TEMP. - W.E. 07/29/22 (R. SANCHEZ)	
		09/07/2022	60332656	ACCOUNTING TEMP. - W.E. 07/08/22 (R. SANCHEZ)	
		09/07/2022	60370608	ACCOUNTING TEMP. - W.E. 07/15/22 (R. SANCHEZ)	
	34585	09/14/2022	60666312	ACCOUNTING TEMP. - W.E. 09/02/22 (R. SANCHEZ)	\$2,571.20
Remit to: LOS ANGELES, CA					FYTD: \$26,692.27
ROGELIO SILVA	244169	09/15/2022	9/15/22 EVENT	BAND PERFORMANCES FOR 2022 EL GRITO EVENT ON 9/15/22	\$6,500.00
Remit to: BELLFLOWER, CA					FYTD: \$6,500.00
ROYAL FLUSH CASINO EVENTS	34534	09/07/2022	A0449	SERVICES FOR CASINO EVENT AT SENIOR CENTER ON 8/25/22	\$1,570.00
Remit to: WESTMINSTER, CA					FYTD: \$1,570.00

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RSG, INC	34688	09/28/2022	I009250	AFFORDABLE HOUSING COMPLIANCE MONITORING SERVICES- AUG. 2022	\$1,875.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$16,831.25
RUGAMAS, TATIANA	244207	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$250.00
SALDANA, IVAN	244168	09/14/2022	100	PERFORMANCE FOR EL GRITO EVENT ON 9/15/22	\$750.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$750.00
SC COMMERCIAL LLC DBA SC FUELS	34689	09/28/2022	2214259-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$19,164.04
		09/28/2022	2218484-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/28/2022	2216860-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/28/2022	2219126-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/28/2022	2222962-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: ORANGE, CA					<u>FYTD:</u> \$203,105.79
SCHINDLER, ALDO ESTRELLA	34690	09/28/2022	9/28 - 9/29/22	TRAVEL PER DIEM & MILEAGE - ICSC WESTERN SAN DIEGO 2022 EVENT	\$135.38
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$320.38
SCOTT, DANAE	34691	09/28/2022	10/03 - 10/06/22	TRAVEL PER DIEM & MILEAGE - ACCELA ACCELERATE CONFERENCE 2022	\$257.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$257.00

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SECURITY LOCK & KEY	244108	09/07/2022	31650	CYLINDER REPAIR-SENIOR CENTER	\$85.00
	244235	09/28/2022	31694	RESTROOM KEY COPY-ANNEX 1	\$557.21
		09/28/2022	31697	LOCK REPAIR/PARTS & SERVICES-MORRISON PARK	
		09/28/2022	31693	LOCK REPAIR/SERVICES-MORRISON PARK MEN'S RESTROOM	
		09/28/2022	31675	LOCK REPAIR-PUBLIC SAFETY BLDG.	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$863.75
SERRANO YEPEZ, STEVEN	34535	09/07/2022	07/01 - 08/27/22	MILEAGE REIMBURSEMENT	\$105.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$105.00
SICAIROS, BRITTANY	244208	09/21/2022	SEPTEMBER 2022	MOVAL LEARNS-SEPTEMBER 2022	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$250.00
SIGNS BY TOMORROW	34692	09/28/2022	29008	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	\$303.75
Remit to: MURRIETA, CA					<u>FYTD:</u> \$1,215.00
SILVA, HUMBERTO	244244	09/28/2022	10/03 - 10/06/22	TRAVEL PER DIEM & MILEAGE - ACCELA ACCELERATE CONFERENCE 2022	\$260.63
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$260.63
SKY TRAILS MOBILE VILLAGE	34588	09/14/2022	AUG 2022	UUT REFUND FOR AUGUST 2022	\$5.99
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$5.99

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	244137	09/14/2022	4041815	EMISSIONS FEE INVOICE-FIRE STATION 65	\$1,201.43
		09/14/2022	4040605	ANNUAL RENEWAL FEES INVOICE-FIRE STATION 99	
		09/14/2022	4046906	ANNUAL RENEWAL FEES INVOICE-FIRE STATION 48	
		09/14/2022	4048396	EMISSIONS FEE INVOICE-FIRE STATION 48	
		09/14/2022	4044290	EMISSIONS FEES LATE PENALTY FEE-FIRE STATION 99	
		09/14/2022	4040068	ANNUAL RENEWAL FEES INVOICE-FIRE STATION 65	
Remit to: DIAMOND BAR, CA					FYTD: \$2,112.45
SOUTHERN CALIFORNIA EDISON	244109	09/07/2022	AUG-22 9/07/22	ELECTRICITY CHARGES	\$8,524.27
	244138	09/14/2022	LCO20-0215	REFUND-OVERPAYMENT FEE PAID FOR PERMIT LCO20-0215	\$3,060.00
	244236	09/28/2022	AUG-22 9/28/22	ELECTRICITY CHARGES	\$7,752.14
		09/28/2022	SEP-22 9/28/22	ELECTRICITY CHARGES	
Remit to: ROSEMEAD, CA					FYTD: \$766,717.00
STANDARD INSURANCE CO	244140	09/14/2022	220901	EMPLOYEE SUPPLEMENTAL INSURANCE	\$1,439.23
Remit to: PORTLAND, OR					FYTD: \$3,650.46
STANLEY CONVERGENT SECURITY SOLUTIONS, INC	34536	09/07/2022	6002665476	ALARM SYSTEM MONITORING-SUNNYMEAD PARK SNACK BAR/SEP-NOV 2022	\$236.58
Remit to: PALATINE, IL					FYTD: \$19,794.18
STATE BOARD OF EQUALIZATION 1	34863	09/26/2022	083122	SALES & USE TAX REPORT FOR 8/1-8/31/22	\$942.00
Remit to: SACRAMENTO, CA					FYTD: \$10,340.00
STATE OF CALIF. DEPT OF TRANSPORTATION	244245	09/28/2022	ORDER 9/13/22	PUBLICATIONS ORDER-STANDARD PLANS 2018 & STANDARD SPECS VOL 1&2	\$151.93
Remit to: SACRAMENTO, CA					FYTD: \$151.93

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STATE OF CALIFORNIA DEPT. OF JUSTICE	244110	09/07/2022	595737	LIVE SCAN FINGERPRINTING APPS FOR PD-JUL. 2022	\$2,191.00
	244182	09/21/2022	600716	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-JUL. 2022	\$1,435.00
		09/21/2022	600766	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-MAY22 CORRECTIONS/REBILL	
		09/21/2022	606765	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-AUG. 2022	
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$10,199.00
STATEWIDE TRAFFIC SAFETY AND SIGNS, INC	34589	09/14/2022	13009506	SAFETY EQUIPMENT-CONES, SAFETY GLASSES, LIME T-SHIRTS	\$1,116.92
Remit to: PASADENA, CA					<u>FYTD:</u> \$2,781.32
STEVEN B. QUINTANILLA A PROFESSIONAL CORPORATION	34537	09/07/2022	JUL-22/MILLER	SPECIAL COUNSEL LITIGATION SVCS-MILLER STARR REG. 7/01-7/31/22	\$7,581.30
Remit to: PALM SPRINGS, CA					<u>FYTD:</u> \$426,408.70

Attachment: SEPTEMBER 2022 PAYMENT REGISTER (6000 : SEPTEMBER PAYMENT REGISTER 2022)



**City of Moreno Valley
Payment Register
For Period 9/1/2022 through 9/30/2022**

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
STEVEN PERRY PROFESSIONAL PHOTOGRAPHY	34538	09/07/2022	220901.1	PHOTOGRAPHY SERVICES 09/01/22 - CONGRESSMAN TAKANO MEETING	\$2,919.63
		09/07/2022	220827.1	PHOTOGRAPHY SERVICES 08/27/22 - MR FRIES MAN RIBBON CUTTING	
		09/07/2022	220819.2	PHOTOGRAPHY SERVICES 08/15/22 - RAISING CANE'S RIBBON CUTTING	
		09/07/2022	220819.1	PHOTOGRAPHY SERVICES 08/18/22 - STATE OF THE CITY ADDRESS EVENT	
		09/07/2022	220815.2	PHOTOGRAPHY SERVICES 08/15/22 - MOVAL CITY HALL SELFIE DAY EVENT	
		09/07/2022	220815.1	PHOTOGRAPHY SERVICES 08/13/22 - BEAUTIFY MOVAL EVENT	
		09/07/2022	220715.1	PHOTOGRAPHY SERVICES 07/04/22 - 4TH OF JULY PARADE & FUNFEST	
		09/07/2022	220620.1	PHOTOGRAPHY SERVICES 06/18/22 - JUNETEENTH EVENT	
		09/07/2022	220805.1	PHOTOGRAPHY SERVICES 08/02/22 - NATIONAL NIGHT OUT EVENT	
		34693	09/28/2022	220915.1	PHOTOGRAPHY SERVICES 09/14/22 - COURTYARDS AT COTTONWOOD EVENT
Remit to: MORENO VALLEY, CA					FYTD: \$3,493.38
STILES ANIMAL REMOVAL, INC.	244183	09/21/2022	2419	DECEASED LARGE ANIMAL REMOVAL SERVICES-AUG. 2022	\$2,470.00
Remit to: GUASTI, CA					FYTD: \$6,315.00
STINSON, JAIMINA	244164	09/14/2022	2002821.047	MISCELLANEOUS SERVICES	\$140.88
Remit to: MORENO VALLEY, CA					FYTD: \$140.88
STRADLING, YOCCA, CARLSON & RAUTH	34694	09/28/2022	390038-0031	LEGAL SERVICES-GENERAL/HOUSING AUTHORITY MATTERS-AUG. 2022	\$1,148.50
		09/28/2022	389518-0007	LEGAL SERVICES-MARY ERICKSON HOUSING MATTER-JUL. 2022	
Remit to: NEWPORT BEACH, CA					FYTD: \$17,473.50

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SUNNYMEAD ACE HARDWARE	244111	09/07/2022	95988	MISC. SUPPLIES FOR PD - TRASH BIN LOCK KEYS	\$51.55
		09/07/2022	95872	MISC. SUPPLIES FOR PD - KEYS	
	244141	09/14/2022	95994	MISC SUPPLIES FOR FIRE STATION 2	\$49.60
		09/14/2022	95992	MISC SUPPLIES FOR FIRE STATION 2	
244184	09/21/2022	96104	MISC. SUPPLIES FOR PD - KEYS	\$48.33	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$729.25
TAPIA, JASON	244122	09/07/2022	R22-167141	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: SANTA BARBARA, CA					<u>FYTD:</u> \$95.00
TERRACON CONSULTANTS, INC	34628	09/21/2022	TG96929	GEOTECHNICAL SERVICES - EARTHQUAKE FAULT TRENCHING/WLC	\$7,323.00
		09/21/2022	TH14436	GEOTECHNICAL SERVICES - EARTHQUAKE FAULT TRENCHING/WLC	
Remit to: ST. LOUIS, MO					<u>FYTD:</u> \$7,323.00
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	34539	09/07/2022	145061	FLEX AND COBRA ADMIN FEES-JULY 2022	\$1,429.40
		09/14/2022	146196	FLEX AND COBRA ADMIN FEES-AUG. 2022	\$1,452.20
Remit to: TEMECULA, CA					<u>FYTD:</u> \$152,491.45
THOMPSON COBURN LLP	34541	09/07/2022	3560881	LEGAL SERVICES-MVU/RELIABILITY STANDARD COMPLIANCE/JUL. 2022	\$27.71
Remit to: WASHINGTON, DC					<u>FYTD:</u> \$125.33
THOMSON REUTERS-WEST PUBLISHING CORP.	34629	09/21/2022	846967105	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-AUG. 2022	\$1,295.14
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$3,885.42
TIME WARNER CABLE	244112	09/07/2022	091922301080122	FIBER INTERNET ACCESS SERVICES - AUG. 2022	\$844.00
Remit to: PITTSBURGH, PA					<u>FYTD:</u> \$1,688.00

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TKE ENGINEERING INC	244142	09/14/2022	2022-5035	PROPERTY DISPOSITION ADMINISTRATIVE SERVICES-JUL. 2022	\$277.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$69,072.50
TORRES, CLAUDIA	34591	09/14/2022	9/19 - 9/23/22	TRAVEL PER DIEM - NRPA NATIONAL CONFERENCE & TRADE SHOW	\$310.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$310.50
TORRES, MARIA	244123	09/07/2022	R22-167015	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
TORRES, MARIO	244249	09/28/2022	151503 REFUND	100% REFUND - PROJECT APPLICATION WITHDRAWAL PEN22-0050	\$850.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$850.00
TORTORO ENTERPRISES INC. DBA FUN SERVICES	244239	09/28/2022	231637	RENTALS/SERVICES FOR FUN ZONE AT EL GRITO EVENT 9/15/22	\$7,030.00
Remit to: YORBA LINDA, CA					<u>FYTD:</u> \$14,343.00
TOUCH OF SOUL	34630	09/21/2022 09/21/2022	JUL. 2022 AUG. 2022	INSTRUCTOR SERVICES - SOUL LINE DANCING CLASS INSTRUCTOR SERVICES - SOUL LINE DANCING CLASS	\$567.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$851.40
TRB AND ASSOCIATES	34592	09/14/2022	4346	PERMIT TECHNICIAN CONSULTANT SERVICES (LDD)-JUL. 2022	\$7,117.50
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$12,870.80
TSG ENTERPRISES, INC. DBA THE SOLIS GROUP	34593	09/14/2022	9213	SR60/MORENO BEACH PH 2	\$2,588.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$7,076.00

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TUMON BAY RESORT & SPA	34697	09/28/2022	OCT. 2022 RENT	OCT. 2022 RENT (INCL. CAM, ETC) FOR BUSINESS & EMP. RESOURCE CTR	\$8,152.37
Remit to: TAMUNING, GU					<u>FYTD:</u> \$24,457.11
U.C. RIVERSIDE FOUNDATION	34594	09/14/2022	2022_09	2022 ECONOMIC FORECAST CONFERENCE-SILVER LEVEL SPONSORSHIP	\$5,000.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,000.00
U.S. BANK NA	34595	09/14/2022	13378583	INVESTMENT CUSTODIAL SERVICES-JULY 2022	\$910.00
Remit to: ST. PAUL, MN					<u>FYTD:</u> \$2,725.00
ULTRASERV AUTOMATED SERVICES, LLC	34698	09/28/2022	260264	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	\$1,112.51
		09/28/2022	259717	COFFEE SERVICE SUPPLIES-CITY YARD	
		09/28/2022	259716	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
		09/28/2022	259917	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
		09/28/2022	260107	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER	
		09/28/2022	260330	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION	
		09/28/2022	259916	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION	
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$2,045.06
UNIQUE PRINTING AND SIGNS LLC	34632	09/21/2022	3071	SHIRTS FOR VOLUNTEERS (ERF & RACES)	\$1,499.41
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,499.41

Attachment: SEPTEMBER 2022 PAYMENT REGISTER (6000 : SEPTEMBER PAYMENT REGISTER 2022)



City of Moreno Valley
Payment Register
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UNITED ROTARY BRUSH CORP	34633	09/21/2022	CI288103	STREET SWEEPER BRUSHES & ACCESSORIES	\$3,470.74
		09/21/2022	CI286089	STREET SWEEPER BRUSHES & ACCESSORIES	
		09/21/2022	CI286397	STREET SWEEPER BRUSHES & ACCESSORIES	
		09/21/2022	CI286399	STREET SWEEPER BRUSHES & ACCESSORIES	
		09/21/2022	CI287784	STREET SWEEPER BRUSHES & ACCESSORIES	
	34699	09/28/2022	CI288367	STREET SWEEPER BRUSHES & ACCESSORIES	\$2,104.16
Remit to: DALLAS, TX					<u>FYTD:</u> \$15,531.60
UNITED SITE SERVICES OF CA, INC.	34596	09/14/2022	114-13322610	FENCE RENTAL AT ANIMAL SHELTER 08/25-09/21/22	\$106.40
Remit to: DALLAS, TX					<u>FYTD:</u> \$319.20

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VACATE TERMITES & PEST ELIMINATION COMPANY	34543	09/07/2022	118005	MOSQUITO ABATEMENT SERVICE-TOWNGATE COMMUNITY CENTER	\$4,240.00
		09/07/2022	118225	TERMITE FOAM TREATMENT FOR COURTYARD-CITY YARD	
		09/07/2022	118221	MOSQUITO ABATEMENT SERVICE-ANIMAL SHELTER	
		09/07/2022	118400	MOSQUITO ABATEMENT SERVICE-PUBLIC SAFETY BLDG.	
		09/07/2022	118198	TERMITE FOAM TREATMENT FOR COURTYARD-CITY HALL	
		09/07/2022	118076	TERMITE FOAM TREATMENT FOR COURTYARD-FIRE STATION 65	
		09/07/2022	118668	MOSQUITO ABATEMENT SERVICE-SENIOR CENTER	
		09/07/2022	118442	MOSQUITO ABATEMENT SERVICE-TOWNGATE COMMUNITY CENTER	
		09/07/2022	117994	MOSQUITO ABATEMENT SERVICE-SENIOR CENTER	
		09/07/2022	117620	MOSQUITO ABATEMENT SERVICE-PUBLIC SAFETY BLDG.	
		09/07/2022	117612	MOSQUITO ABATEMENT SERVICE-ANIMAL SHELTER	
		09/07/2022	118445	MOSQUITO ABATEMENT SERVICE-SENIOR CENTER	
		09/07/2022	118674	MOSQUITO ABATEMENT SERVICE-TOWNGATE COMMUNITY CENTER	
		09/07/2022	118682	MOSQUITO ABATEMENT SERVICE-ANIMAL SHELTER	
		09/07/2022	118728	MOSQUITO ABATEMENT SERVICE-PUBLIC SAFETY BLDG.	
34700	09/28/2022	119080	PEST CONTROL SERVICE-SEP. 2022-UTILITY FIELD OFFICE	\$45.00	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$11,640.00
VALLEY VIEW HIGH SCHOOL FOOTBALL BOOSTER CLUB,	244167	09/14/2022	SEP 01, 2022	DONATION - FOOTBALL TEAM GAMEDAY POLOS CONTRIBUTION	\$1,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,000.00
VAN NATTA REAL ESTATE SERVICES INC.	244250	09/28/2022	MVU CK# 7678	REISSUE OF UNCLAIMED MORENO VALLEY UTILITY CK #7678	\$106.78
Remit to: KYLE, TX					<u>FYTD:</u> \$106.78

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VERDUGO, ANDREW	244165	09/14/2022	PCK22-0027	100% REFUND - PROJECT APPLICATION WITHDRAWAL PCK22-0027	\$1,017.00
Remit to: ALTA LOMA, CA					FYTD: \$1,017.00
VERTIKAL RMS DBA CERTFOCUS	34544	09/07/2022	80466	INSURANCE REVIEW SOFTWARE - IMPLEMENTATION FEE	\$2,700.00
Remit to: PLAINVIEW, NY					FYTD: \$2,700.00
VETERANS SUPPLEMENTAL SUPPORT NETWORK	244185	09/21/2022	110522-SPONSOR	DAISY WALK-VETERAN SUICIDE PREVENTION & AWARENESS BRAVO SPONSOR	\$2,500.00
Remit to: TEMECULA, CA					FYTD: \$2,500.00
VICTOR MEDICAL CO	34545	09/07/2022	5629637	ANIMAL MEDICAL SUPPLIES/VACCINES	\$4,138.34
		09/07/2022	5628190	ANIMAL MEDICAL SUPPLIES/VACCINES	
Remit to: LAKE FOREST, CA					FYTD: \$8,584.59
VISCA, DIANE	244124	09/07/2022	R22-166746	ANIMAL SERVICES REFUND-RETURN ADOPTION FEES	\$50.00
Remit to: LAKE ELSINORE, CA					FYTD: \$50.00
VISION SERVICE PLAN	34597	09/14/2022	815886532	EMPLOYEE VISION INSURANCE	\$3,509.01
Remit to: SAN FRANCISCO, CA					FYTD: \$10,245.09
VOYAGER FLEET SYSTEM, INC.	34634	09/21/2022	8692116152231	CNG FUEL PURCHASES	\$9,408.05
	34635	09/21/2022	8693366022231	FUEL CARD CHARGES-PD TRAFFIC MOTORS	\$2,473.22
Remit to: HOUSTON, TX					FYTD: \$39,274.05
WASTE MANAGEMENT	244143	09/14/2022	082922	SOLID WASTE DELINQUENCIES PASS THRU, LESS FRANCHISE FEES	\$23,229.97
Remit to: CORONA, CA					FYTD: \$23,229.97

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WAXIE ENTERPRISES, LLC DBA WAXIE SANITARY SUPPLY	34546	09/07/2022	81045648	JANITORIAL/CLEANING SUPPLIES FOR LIBRARY BRANCHES	\$939.78
		09/07/2022	81042974	JANITORIAL/CLEANING SUPPLIES FOR LIBRARY BRANCHES	
		09/07/2022	81105382	JANITORIAL/CLEANING SUPPLIES FOR LIBRARY BRANCHES	
		09/07/2022	81095301	JANITORIAL/CLEANING SUPPLIES FOR LIBRARY BRANCHES	
		09/07/2022	81042982	JANITORIAL/CLEANING SUPPLIES FOR LIBRARY BRANCHES	
		09/07/2022	81020070	JANITORIAL/CLEANING SUPPLIES FOR LIBRARY BRANCHES	
		09/07/2022	81023835	JANITORIAL/CLEANING SUPPLIES FOR LIBRARY BRANCHES	
	34636	09/21/2022	81166353	JANITORIAL SUPPLIES FOR PD	\$2,052.85
34701	09/28/2022	81166358	JANITORIAL/CLEANING SUPPLIES FOR LIBRARY BRANCHES	\$310.69	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$3,667.60
WEST COAST ARBORISTS, INC.	34702	09/28/2022	189377	TREE TRIMMING SERVICES - TREE MAINT. PROGRAM FOR PARKS DEPT.	\$8,647.80
		09/28/2022	188886	TREE REMOVAL SERVICES - TREE MAINT. PROGRAM FOR PARKS DEPT.	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$24,358.60
WEST COAST SHOPPING CART SERVICE, INC.	244186	09/21/2022	22-040	SHOPPING CART RETRIEVAL SERVICES-AUG. 2022	\$3,650.75
Remit to: WEST COVINA, CA					<u>FYTD:</u> \$13,030.50
WESTERN MUNICIPAL WATER DISTRICT	244240	09/28/2022	23821-018258/AG2	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR.-BLDG. 938	\$6,835.52
		09/28/2022	23821-018257/AG2	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR. LANDSCAPE	
		09/28/2022	24753-018620/AG2	WATER CHARGES-M.A.R.B. BALLFIELDS	
		09/28/2022	23866-018292/AG2	WATER CHARGES-SKATE PARK	
Remit to: ARTESIA, CA					<u>FYTD:</u> \$18,327.93

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WILLDAN FINANCIAL SERVICES	34598	09/14/2022	010-52110	ERAP GRANT ADMINISTRATION SERVICES-JUL. 2022	\$2,525.00
Remit to: TEMECULA, CA					FYTD: \$97,678.89
WIN-911 SOFTWARE	244113	09/07/2022	238XT252-2022918	ANNUAL RENEWAL OF CUSTOMER CARE SUBSCRIPTION FOR WIN-911/PRO	\$660.00
Remit to: AUSTIN, TX					FYTD: \$660.00
WORTHAM, CATHMAN	244119	09/07/2022	9/12 - 9/14/22	TRAVEL PER DIEM - WOMEN LEADERS IN LAW ENFORCEMENT TRAINING	\$231.25
Remit to: MORENO VALLEY, CA					FYTD: \$231.25
WRCOG - WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	244144	09/14/2022	1122	FY 21/21 CLEAN CITIES COALITION DUES	\$15,000.00
Remit to: RIVERSIDE, CA					FYTD: \$27,704.00
WSP USA, INC.	34599	09/14/2022	1209339	SUNNYMEAD MDP LINE F AND F-7	\$19,803.96
Remit to: SAN BERNARDINO, CA					FYTD: \$64,916.03
XEROX CAPITAL SERVICES, LLC	34703	09/28/2022	016817405	COLOR COPIER LEASE/BILLABLE PRINTS-JUL. 2022-GRAPHICS DEPT.	\$1,511.57
		09/28/2022	016817406	COLOR COPIER EQUIPMENT LEASE-JUL. 2022-GRAPHICS DEPT.	
		09/28/2022	017037131	COLOR COPIER LEASE/BILLABLE PRINTS-AUG. 2022-GRAPHICS DEPT.	
		09/28/2022	017037132	COLOR COPIER EQUIPMENT LEASE-AUG. 2022-GRAPHICS DEPT.	
Remit to: PASADENA, CA					FYTD: \$3,695.02
YANG, LAN	244202	09/21/2022	FMF22-0124	REFUND FOR INCORRECT RE-INSPECTION NOTICE - 3RD REINSPECTION	\$400.00
Remit to: PLACENTIA, CA					FYTD: \$400.00

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YBARRA, RYAN	244251	09/28/2022	PSN22-0040	REFUND REMAINING FUNDS IN T&M ACCOUNT	\$926.50
Remit to: LA HABRA, CA					<u>FYTD:</u> \$926.50

TOTAL CHECKS UNDER \$25,000	\$730,354.21
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GRAND TOTAL	\$11,182,038.26
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Attachment: SEPTEMBER 2022 PAYMENT REGISTER (6000 : SEPTEMBER PAYMENT REGISTER 2022)



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: December 6, 2022

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:
Serina Astorga
Executive Assistant

Department Head Approval:
Brian Mohan
Assistant City Manager
Chief Financial Officer/City Treasurer

CITY COUNCIL GOALS

None

**City of Moreno Valley
Personnel Changes- 10/1/22- 10/31/22
November 15, 2022**

New Hires

Lukas Almquist, Senior Landscape Services Inspector, Parks and Community Services, Landscape Services

Moises Garcia, Parks Maintenance Worker, Parks and Community Services, Parks Maintenance

Monticha Imsuksri, Senior Accountant, Financial and Management Services, Human Resources

Rachel Ramirez, Senior Administrative Assistant, Community Development, Planning

Elizabeth Velasquez, Child Care Instructor I, Parks and Community Services, Community Services

Robert Corona, Assistant Services Assistant, Community Development, Animal Services

Danielle Harper-Scott, Associate Planner, Community Development, Planning

Dijen Patel, Permit Technician, Community Development, Planning

Cesar Rendon, Parks Maintenance Worker, Parks and Community Services Department, Parks Maintenance

Kevin Corrie, Telecommunications Technician, Financial and Management Services, Telecommunications

Nancy Bravo, Senior Administrative Assistant, Financial and Management Services, Administration

Promotions

Roberto Luera

From: Community Enhancement Officer II, Community Development, Community Enhancement & Neighborhood Services

To: Senior Community Enhancement Officer, Community Development, Community Enhancement & Neighborhood Services

Jonathan Picazo

From: Human Resources Technician, Financial and Management Services, Human Resources

To: Human Resources Analyst, Financial and Management Services, Human Resources

Transfers

None

Separations

Ayisha Burks, Community Enhancement Officer, Community Development, Community Enhancement & Neighborhood Services

Araceli Salazar, Community Enhancement Officer, Community Development, Community Enhancement & Neighborhood Services

Devin Perdomo, Animal Control Officer, Community Development, Animal Services

Johnny Dunn, Animal Care Technician, Community Development, Animal Services

Michael McLellan, Electric Utility Program Coordinator, Public Works, Electric

Edward Walker, Parks Maintenance Worker, Parks and Community Services Department



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: December 6, 2022

TITLE: ACCEPT THE U.S. DEPARTMENT OF THE TREASURY EMERGENCY RENTAL ASSISTANCE PROGRAM PART 2 (ERAP2) REALLOCATION OF FUNDS

RECOMMENDED ACTION

Recommendations:

1. Accept the U.S. Treasury Emergency Rental Assistance Program Part 2 ("ERAP2") Reallocation funds in the amount of \$186,233.
2. Designate and authorize the Chief Financial Officer as authorized signatory to execute required Emergency Rental Assistance Program Part 2 ("ERAP2") Reallocation documents.
3. Authorize a budget amendment as set forth in the fiscal impact section.
4. Authorize the City Manager to execute program management contracts with United Way of Inland Valleys to provide Financial Assistance and Housing Stability Services.
5. Authorize the City Manager to accept any additional redirected Emergency Rental Assistance Program funding from the U.S. Treasury and to amend said agreements necessary as additional funds are made available.

SUMMARY

On December 27, 2020, the U.S. Congress passed the Consolidated Appropriations Act of 2021 (the "2021 Act") that included an appropriation of \$25 billion for an Emergency Rental Assistance Program ("ERAP") to assist households that are unable to pay rent or utilities resulting from the COVID-19 pandemic. All cities with a resident population of over 200,000 received a direct allocation of ERAP funding. The City of Moreno Valley

("City") received \$6,334,495 from the U.S Department of the Treasury ("USDT") in January 2021.

On March 11, 2021, The American Rescue Plan Act (ARPA) of 2021 was enacted. ARPA provided up to \$21.55 billion under part II of the Emergency Rental Assistance program (ERAP2). The City of Moreno Valley ("City") received a direct federal allocation of \$5,012,189 under ERAP2 and a State Allocation of \$5,012,189.

On October 4, 2021, the U.S Department of Treasury published new guidance outlining the process for reallocating unspent or unallocated ERAP1 funds. As funds become available for reallocation, they will be distributed in tranches according to program specific priorities.

The City of Moreno Valley has received 4 tranches for a total of \$1,317,832.

On March 30, 2022, the U.S Department of Treasury published new guidance outlining the process for reallocating unspent or unallocated ERAP2 funds. As funds become available for reallocation, they will be distributed in tranches according to program specific priorities. The reallocation guidance was updated on June 28, 2022.

As described above, the total ERAP funding received to date is \$17,676,705, which has assisted 1,460 households and 4,485 household members.

Additionally, the City of Moreno Valley has been awarded 1 tranche of \$186,233 in reallocation funds.

DISCUSSION

The ERAP2 statute requires Treasury to identify funds for reallocation from amounts allocated to eligible Grantees, but not yet paid out to them. Specifically, the statute provides that beginning on March 31, 2022, Treasury must "reallocate funds allocated to eligible grantees, but not yet paid," according to a procedure established by Treasury.

Under the statute, to be eligible to receive reallocated funds, a Grantee must have obligated at least 50% of its total initial ERAP2 allocation. Consistent with these requirements, Treasury has established procedures for identifying the funds that will be available for reallocation ("excess funds"). Treasury will notify a Grantee in writing upon determining that any part of its allocation constitutes excess funds.

On July 5, 2022, the U.S Department of Treasury notified the City of Moreno Valley they were preparing to administer the first round of ERAP2 Reallocations and provided instructions to complete the Request for Reallocated Funds via Treasury's Portal.

The first tranche of available reallocated ERAP2 funds was distributed by the USDT based on information on requests received through July 22, 2022. The second tranche of available reallocated funds will be distributed by the USDT based on information on requests received as of December 31, 2022

The City requested funding during round 1 of reallocation and will continue to request funding based on our program demand.

ERAP2 Reallocation Funding

In accordance with Department of Treasury reallocation process guidelines, the City of Moreno Valley completed a request for reallocation funds on July 7, 2022.

As a result, the City of Moreno Valley was awarded \$186,233 in ERAP2 round 1 funds. This allocation will allow the MoVal Rental Rescue Program to continue to provide Financial Assistance and Housing Stability Services without interruption.

The City will execute a program management contract with United Way of Inland Valleys to provide Financial Assistance and Housing Stability Services with the ERAP2 reallocation funds.

Proposed Sub-grantees

The City partnered with United Way of the Inland Valleys (“UWIV”) to carry out the Financial Assistance and Housing Stability Services activities relating to ERAP1 and ERAP2.

UWIV is currently managing the City’s Rapid Rehousing and Homeless Prevention activities under the City’s CARES Act Emergency Services Grants Program (“ESG-CV”), and the ERAP2 Program. UWIV has adequate systems, knowledgeable staff, and the experience necessary to successfully carry out the City’s homeless prevention programs. Additionally, the UWIV is also working with the County of Riverside with administering their ERAP programs.

ALTERNATIVES

The City Council has the following alternatives:

Alternative 1: Accept the U.S. Treasury ERAP2 Reallocation funds; designate and authorize the Chief Financial Officer as authorized signatory to execute ERAP2 Reallocation documents; authorize a budget amendment as set forth in the fiscal impact section; and authorize the City Manager to execute a program management contract with United Way of Inland Valleys to provide Financial Assistance and Housing Stability Services and amend agreements as necessary for additional funding made available. *Staff recommends this action because it complies Federal and State requirements and would allow the City to provide our community with rental assistance programs.*

Alternative 2: Decline the U.S. Treasury ERAP2 Reallocation funds; do not designate and do not authorize the Chief Financial Officer as authorized signatory; do not authorize a budget amendment as set forth in the fiscal impact section; and do not authorize the City Manager to execute a program management contract with United

Way of Inland Valleys to provide Financial Assistance and Housing Stability Services. Staff DOES NOT recommend this action because it would not allow the City to provide our community with two rental assistance programs.

FISCAL IMPACT

The acceptance of the U.S. Treasury ERAP2 Reallocation funds round 1 amount of \$186,233, and authorization to administer a local program will generate the following fiscal impact:

There is **NO FISCAL IMPACT TO THE GENERAL FUND.**

Description	Fund	GL Acct No.	Type (Rev/Exp)	FYI 22/23 Budget	Proposed Adjustments	FY 22/23 Amended Budget
Federal Revenue	2300	ERA	Rev	\$ 10,024,378	\$ 186,233	\$ 10,210,611
Administration Expenditure	2300	ERA	Exp	\$ 250,828	\$ -	\$ 250,828
Program Expenditure	2300	ERA	Exp	\$ 9,773,550	\$ 186,233	\$ 9,959,783

NOTIFICATION

Publication of the City Council Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Felicia London
Purchasing & Sustainability Division Manager

Department Head Approval:
Brian Mohan
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

None

APPROVALS

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

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None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/08/22 7:09 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/08/22 8:27 AM

HISTORY:

11/15/22

Next: 12/06/22

City Council

MEETING CANCELLED



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Assistant City Manager (Development)

AGENDA DATE: December 6, 2022

TITLE: RECOMMENDED ANIMAL SHELTER EXPANSION AND REFURBISHMENT PROGRAM PLAN

RECOMMENDED ACTION

Recommendation:

1. Approve the recommended Animal Shelter Expansion and Refurbishment Program Plan which will be funded by the Development Impact Fee - Animal Shelter Maintenance Fund (Up to \$500,000) for Phase 1 at this time; and
2. Authorize the City Manager to execute any subsequent related agreements, extensions, or amendments subject to the procurement policy and approval of the City Attorney up to the total cost of the project and available Council approved budget in the Development Impact Fee – Animal Shelter Maintenance Fund; and
3. Amend the Capital Improvement Plan to include this project (Animal Shelter Expansion and Refurbishment 803 0058).

SUMMARY

This report recommends approval of the Animal Shelter Expansion and Refurbishment Program Plan. Improving the quality of our animal shelter and its amenities is key in providing a foundation for a healthy thriving community.

DISCUSSION

The Moreno Valley Animal Shelter located at 14041 Elsworth Street in Moreno Valley is in desperate need of this expansion and refurbishment. The Moreno Valley Animal

Shelter, which completed construction and became operational in February 2000, began serving a population of 143,344. Over the past twenty-two years the city's current population has increased by 52% currently at 217,197 and growing. In turn, the number of households with pet ownership has also significantly increased. The Main Kennels were designed with 49 kennels to hold the general population of lost and homeless dogs, in addition to 13 Quarantine / Medical Observation / Isolation Kennels and 25 additional kennels that require employee escort. This makes for a total of 87 canine kennels. Currently the Main Kennels is housing 80 dogs though it is intended for 49 dogs, with additional lost and homeless dogs arriving daily at the Moreno Valley Animal Shelter. The current impact on the shelter's capacity is on large breed dogs.

The project is proposed to be completed in four Phases and will be added to the Capital Improvement Plan. Phase one will be the expansion of existing patio structure and additional kennels for the large animal breeds which currently have exceedingly limited space. Phase two will be an additional block wall around the full site to provide additional security to the location. Phase three will be an expansion of the existing building adding an additional 5,000 square feet to the facility. Phase four will be installation of new air scrubbers in the existing building.

The estimated cost for this project is roughly \$7,700,000, which includes designs, plans, specifications, estimates, project and construction management, California Environmental Quality Act assessments and compliance, and utility permits. It also includes American Disability Act upgrades to the existing building.

Current Funding available:

Phase 1 - Patio Expansion - \$500,000

Unfunded Phases at this time:

Phase 2 - Block Wall - \$360,000

Phase 3 - Building Expansion - \$6,600,000

Phase 4 - Refurbishment - \$240,000

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the Animal Shelter Expansion and Refurbishment Program Plan.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will delay the construction of needed improvements and may result in higher future repair costs.*

FISCAL IMPACT

This project is funded by the Development Impact Fee - Animal Shelter Maintenance Fund (DIF) for phase 1 only. The remaining phases are unfunded at this time, but the CIP page will reflect the entire cost of the project and as additional DIF funding becomes available staff will complete them in the order described above.

Category	Fund	GL Account Number	Project	Type	FY 22/23 Budget	Proposed Adjustment	FY 22/23 Amended Budget
DIF	2913 DIF-Animal Shelter	2913-99-95-92913-903000		Exp	\$0	\$500,000	\$500,000
CIP	3000 Facility Construction Fund	3000-99-99-93000-802913		Rev	\$0	\$500,000	\$500,000
CIP	3000 Facility Construction Fund	3000-20-38-80003-720199 Project No. 803 0058-3000-99		Exp	\$0	\$500,000	\$500,000

NOTIFICATION

Publication on agenda.

PREPARATION OF STAFF REPORT

Reviewed By:
Steve Fries
Animal Division Manager

Prepared By:
Melissa Walker, P.E.
Engineering Division Manager/Assistant City Engineer

Department Head Approval:
Michael Lloyd, P.E.
Public Works Director/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

ATTACHMENTS



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None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/08/22 8:50 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/08/22 8:54 AM

HISTORY:

11/15/22 City Council MEETING CANCELLED
Next: 12/06/22



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: December 6, 2022

TITLE: ADOPTION OF A RESOLUTION REDUCING THE NUMBER OF COMMERCIAL CANNABIS REGULATORY PERMITS ALLOWED IN EACH CATEGORY

RECOMMENDED ACTION

Recommendation: That the City Council:

1. Adopt Resolution No. 2022-XX, a Resolution reducing the maximum number of Commercial Cannabis Regulatory Permits and Conditional Use Permits allowed in each category pursuant to the Moreno Valley Municipal Code.

SUMMARY

On November 1, 2022, Council requested staff bring forward a staff report to reduce the number of permits allowed in each category by the remaining vacant/available permits in each category.

DISCUSSION

On October 16, 2018, Council approved Resolution 2018-94, which set the maximum number of permits allowed in each category for a total of 43 permits. On April 21, 2021, Council approved Resolution 2021-27, which adjusted the number of permits available in each category but did not change the total number of permits available. Currently, there are still 4 available permits. This action would reduce the total permits from 43 to 39. The following table shows the approval from Resolution 2021-27, current permits issued and remaining, recommended change, and the revised permit limit in each category.

Permits					
Category	Limit-Resolution	Issued	Remaining	Recommend	Revised

	2021-27			Change	Limit
Retail	25	25	0	0	25
Testing	1	0	1	-1	0
Cultivation	5	4	1	-1	4
Microbusiness	7	7	0	0	7
Distribution	2	2	0	0	2
Manufacturer	3	1	2	-2	1
Total	43	39	4	-4	39

If the City Council amends the number of permits, all pending or previously submitted applications for a Commercial Cannabis Regulatory Permit shall be subject to the application procedures, policies, and criteria in effect at the time of such application.

ALTERNATIVES

1. Adopt the proposed Recommended Action as set forth in this staff report.
Staff recommends this alternative.

2. Do not adopt the proposed Recommended Action as set forth in this staff report.
Staff does not recommend this alternative.

FISCAL IMPACT

There are no fiscal impacts anticipated from the approval and adoption of this Resolution.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Launa Jimenez
Financial Resources Division Manager

Department Head Approval:
Brian Mohan
Assistant City Manager/Chief Financial Officer

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.

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING THE MAXIMUM NUMBER OF COMMERCIAL CANNABIS REGULATORY PERMITS AND CONDITIONAL USE PERMITS ALLOWED PURSUANT TO CHAPTER 5.05 AND SECTIONS 9.09.290 ET SEQ. OF THE MORENO VALLEY MUNICIPAL CODE

WHEREAS, the City of Moreno Valley is a General Law city organized pursuant to Article XI of the California Constitution; and

WHEREAS, pursuant to the authority granted the City by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health and safety; and

WHEREAS, consistent with that authority, the City Council lawfully adopted Chapter 5.05 of the Moreno Valley Municipal Code and Sections 9.09.290 et seq. of the Moreno Valley Municipal Code establishing a regulatory process for the issuance of Commercial Cannabis Regulatory Permits and the Issuance of Conditional Use Permits for cannabis related business activity in the City; and

WHEREAS, Chapter 5.05 and Sections 9.09.290 et seq. of the Moreno Valley Municipal Code establish that application procedures and permit limits may be established by Resolution of the City Council.

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

1. No more than thirty-nine (39) Commercial Cannabis Regulatory Permits and Conditional Use Permits (CUPs) for cannabis land use activities can be approved and active at any given time, which 39 permits shall be further specified to authorize, a maximum of twenty-five (25) dispensaries, a maximum of zero (0) testing facilities, a maximum of four (4) cultivation facilities, a maximum of seven (7) microbusinesses, a maximum of two (2) distribution centers, and a maximum of one (1) manufacturing facility.
2. This Resolution shall take effect immediately upon adoption and in the event of any conflict between this Resolution and any previously adopted Resolution or Policy of the City Council, this Resolution shall take precedence.

Attachment: Resolution No. 2022-XX (6005 : ADOPTION OF A RESOLUTION REDUCING THE NUMBER OF COMMERCIAL CANNABIS

3. All pending or previously submitted applications for a Commercial Cannabis Regulatory Permit shall be subject to the application procedures, policies, and criteria in effect at the time of such application. New applications shall be subject to any and all adopted policies, procedures, and criteria in effect at the time.

APPROVED AND ADOPTED this 15th day of November, 2022.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Resolution No. 2022-XX (6005 : ADOPTION OF A RESOLUTION REDUCING THE NUMBER OF COMMERCIAL CANNABIS

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2022-__ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 15th day of November, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Assistant City Manager (Development)

AGENDA DATE: December 6, 2022

TITLE: SECOND READING AND ADOPTION OF THE WORKFORCE DEVELOPMENT FACILITIES DEVELOPMENT IMPACT FEE AND PUBLIC ART IMPACT FEE (ORDINANCE NO. XX)

RECOMMENDED ACTION

Recommendation:

1. That the City Council conduct second reading by title only and adopt Ordinance No. XX.

SUMMARY

This report recommends adoption of Ordinance No. XX, introduced at the November 1, 2022, City Council meeting, amending the Capital Improvement Plan, and finding the action is exempt from CEQA, and adopting, an ordinance that will establish the Development Impact Fees (DIF) for new residential and nonresidential development, based upon the Nexus Study findings.

DISCUSSION

The adoption of the Ordinance No. XX will set the Workforce Development Impact Fee and Public Art Impact Fee, which will not be effective until 60 days after the second reading of the Ordinance, in accordance with applicable law.

The City Council took actions to introduce the ordinance at the November 1, 2022, City Council meeting, and to schedule the introduced ordinance for second reading and final action at the next regular City Council meeting.

ALTERNATIVES

The City Council has the following alternatives to consider:

1. Conduct the second reading by title only and adopt Ordinance No. XX. *This alternative is recommended by staff to allow for planning, design, and construction of necessary workforce development facilities and services; and, new public art enhancements, to mitigate the impact of development on the community.*
2. Provide revisions to the draft Ordinance and have staff return with the revised draft for another adoption process.
3. Provide alternate direction to staff.

FISCAL IMPACT

There is no fiscal impact with the adoption of this Ordinance.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Michael Lloyd, P.E.
Public Works Director/City Engineer

Concurred By:
Brian Mohan
Assistant City Manager/Chief Financial Officer/City Treasurer

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

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

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- 1. Ordinance Workforce Development and Public Art DIF

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/07/22 4:21 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/07/22 4:22 PM

HISTORY:

11/15/22
Next: 12/06/22

City Council

MEETING CANCELLED

ORDINANCE NO. 2022 - __

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTERS 3.52 (“PUBLIC ART IMPACT FEE”) AND 3.54 (“WORKFORCE DEVELOPMENT FACILITIES IMPACT FEE”) TO TITLE 3 (“REVENUE AND FINANCE”) OF THE MORENO VALLEY MUNICIPAL CODE TO ADD 1) PUBLIC ART AND 2) WORFORCE DEVELOPMENT IMPACT FEES

WHEREAS, the City of Moreno Valley (“City”) is a general law city organized pursuant to Article XI of the California Constitution; and

WHEREAS, the City Council desired to adopt a development impact fee to generate revenue for construction or purchase of buildings, land, vehicles, and workforce development equipment that are part of the system of workforce development facilities serving new development; and

WHEREAS, the City Council further desires to adopt a development impact fee to provide a funding source from new development to expand the City’s artistic and cultural resources and to enhance the built environment and quality of life as development occurs; and

WHEREAS, the Mitigation Fee Act standardizes the procedures for the imposition of development impact fees; and

WHEREAS, the Mitigation Fee Act was passed "in response to concerns among developers that local agencies were imposing development fees for purposes unrelated to development projects," as held in *Ehrlich v City of Culver City* (1996) 12 C4th 854, 864; and

WHEREAS, the Mitigation Fee Act applies to "fees" imposed by the City on “development projects” to fund “public facilities,” as these terms are defined in Government Code section 66000; and

WHEREAS, the Mitigation Fee Act defines "fee[s]" as "monetary exaction[s] other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis" that are imposed by a local agency as a condition of approval of a development project for the purpose of defraying costs of public facilities related to the development project, but does not include fees for building inspections, as held in *Barratt Am., Inc. v City of Rancho Cucamonga* (2005) 37 C4th 685; and

WHEREAS, the Mitigation Fee Act defines a "development project" as any “project undertaken for the purpose of development”; and

WHEREAS, the Mitigation Fee Act broadly defines "public facilities" to include "public improvements, public services, and community amenities" (Government Code section 66000); and

WHEREAS, the Mitigation Fee Act requires that the City make a determination, supported by evidence, that there is a "reasonable relationship" between the impact of a project and the development impact fee imposed (Government Code 66001); and

WHEREAS, the California Supreme Court has interpreted the Mitigation Fee Act's "reasonable relationship" standard as "embodying the standard of review formulated by the [United States Supreme Court] in its Nollan and Dolan opinions," as set forth in Ehrlich v City of Culver City (1996) 12 C4th 854 at 860; and

WHEREAS, in light of the foregoing, the Mitigation Fee Act requires that there be a reasonable relationship between: (1) a development impact fee's use and the type of development project on which the development impact fee is imposed; (2) the need for the public facility funded by the development impact fee and the type of development project on which the development impact fee is imposed; and (3) the amount of the development impact fee and the cost of the public facility attributable to the development on which the development impact fee is imposed; and

WHEREAS, Assembly Bill No. 602 ("AB 602") was approved by the Governor in September of 2021. In relevant part, it added Government Code Section 66016.5, which requires that as of January 1, 2022, an impact fee nexus study must be adopted before the adoption of an associated development fee, and delineates certain requirements respecting the nexus study; and

WHEREAS, the City retained the professional services of Willdan Financial Services to prepare a nexus study in accordance with AB 602 incorporated herein by this reference, the Workforce Development Facilities and Public Art Impact Fee Nexus Study, dated September 16, 2022 (the "Nexus Study"), for the purpose of identifying the purpose of each development impact fee and the use to which each development impact fee is to be put; and

WHEREAS, in accordance with AB 602, on November 1, 2022, after a duly held public hearing, the City adopted the Nexus Study, including the capital improvement plan as part of the Nexus Study; and

WHEREAS, the Nexus Study also provides the requisite evidence to support the findings and conclusions that a reasonable relationship exists between: (1) each development impact fee's use and the type of development project on which the development impact fee is imposed; (2) the need for the public facility funded by each development impact fee and the type of development project on which the development impact fee is imposed; and (3) the amount of each development impact fee and the cost of the public facility attributable to the development on which the development impact fee is imposed; and

WHEREAS, Government Code Section 66017 (a) provides that any action adopting a fee or increasing a fee, upon a development project, as defined in Section 66000, which applies to the filing, accepting, reviewing, approving, or issuing of an application, permit, or entitlement to use, may be enacted only after a noticed public hearing and any such new or increased fees may not become effective any sooner than 60 days following the final action on the adoption of the new fee or fee increase, unless the City Council by a four-fifths (4/5ths) vote adopts an urgency measure to protect the public health, welfare and safety.

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

Section 1. RECITALS

That the above recitals are true and correct and are incorporated as though fully set forth herein.

Section 2. ADDING CHAPTER 3.52 (“PUBLIC ART IMPACT FEE”) TO TITLE 3 (“REVENUE AND FINANCE”) OF THE MORENO VALLEY MUNICIPAL CODE

That Chapter 3.52 (“Public Art Impact Fee”) is hereby added to Title 3 (“Revenue and Finance”) of the Moreno Valley Municipal Code, to read as follows:

Chapter 3.52 PUBLIC ART IMPACT FEE

3.52.010 Purpose and intent.

A. The purpose of this chapter is to promote the general welfare and enhance the quality of life for city residents, workers, and visitors by improved public placemaking and promotion of the arts.

B. The fees imposed under this chapter are in addition to any other applicable fees, dedications, construction requirements or other exactions imposed as a condition of approval for the development project, or under the provisions of any state or federal law, other provisions of this code, or city resolutions and policies.

C. Nothing contained in this chapter shall prevent the City Council from imposing requirements for inclusion of public art in particular projects not subject to the requirements of this chapter, pursuant to conditions imposed upon a particular discretionary approval, where it is determined that facts particular to the proposed development warrant such imposition.

Attachment: Ordinance Workforce Development and Public Art DIF [Revision 1] (5993 : SECOND READING AND ADOPTION OF THE

3.52.020 Applicability.

- A. All private development projects, as defined in this chapter, with building permit valuation greater than five hundred thousand dollars (\$500,000) shall be subject to a public art impact fee as defined in this chapter.
1. Private development projects include the following:
 - a. new nonresidential developments, or expansion of existing nonresidential square footage;
 - b. residential subdivision or development of more than two dwelling units, whether by detached single-family residential structures, condominiums, apartments, townhouses, or other dwelling units; and
 - c. mixed use developments where either of the above are true.
- B. Exclusions:
1. The public art impact fee shall not apply to projects performed by or under control of City; repair or reconstruction of existing structure damaged by fire, flood, wind, earthquake, or other natural disaster; affordable housing including transitional housing, low-income housing construction, remodel, repair, or reconstruction projects; or construction, remodel, repair, or reconstruction of structures to be occupied by a nonprofit, social service agency or institution.
- C. Public Art includes the following:
1. Physical Artwork (e.g., Sculptures and Murals);
 2. Performing Arts;
 3. Literary Arts;
 4. Media Arts;
 5. New Media;
 6. Cultural Facilities (Public galleries, exhibition space, performance space, theaters, artistic studio space, amphitheater, parks, educational facilities, or similar facilities);
 7. Education: Lectures, presentations, workshops, and arts and culture; and
 8. other works as determined by the City Manager or designee.

3.52.030 Payment and Fee Calculation.

Prior to the issuance of a building permit, a Public Art Impact Fee must be paid to the City of Moreno Valley for deposit in the city's public art fund. The Public Art Impact Fee for new development is equal to one percent (1%) of the private development project's building permit valuation. Private Development Project valuations will be conducted by City of Moreno Valley staff in accordance with its standard procedures. No building permit, nor occupancy permit, shall be issued for any applicable private development project unless the fees specified in this chapter are paid.

3.52.040 Utilization.

- A. Permissible expenditures of funds may include, but are not limited to, the following uses:
1. the cost of the public art and its installation or presentation;

- 2. construction of facilities in which to present public art (Public galleries, exhibition space, performance space, theaters, artistic studio space, are and educational facilities, or similar facilities);
- 3. lighting, walls, landscaping, informational signage, water works, and other objects which are an integral part of the public art and its presentation; and
- 4. public education and promotion of the Public Art Program and collections.

3.52.050 Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof. The city council declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

Section 3. ADDING CHAPTER 3.54 (“WORKFORCE DEVELOPMENT FACILITIES IMPACT FEE”) TO TITLE 3 (“REVENUE AND FINANCE”) OF THE MORENO VALLEY MUNICIPAL CODE

That Chapter 3.54 (“Workforce Development Facilities Impact Fee”) is hereby added to Title 3 (“Revenue and Finance”) of the Moreno Valley Municipal Code, to read as follows:

Chapter 3.54 WORKFORCE DEVELOPMENT FACILITIES IMPACT FEE

3.54.010 Purpose and intent.

A. This chapter establishes the workforce development facilities impact fee. The impact fee is intended to recover from each eligible project, its reasonable share, as determined in accordance with Government Code Section 66000, et. seq., of the cost for which the fee is established hereunder needed to serve the development on which the fee is imposed; to ensure implementation of, and consistency with, the city’s general plan; and to protect the public health, safety, and welfare by ensuring that adequate facilities are constructed and made available to serve new development concurrent with the need.

B. The city council has determined that the fees established by this chapter shall be collected from applicants of development projects for the cost of public facilities and infrastructure improvements that serve or will benefit each applicable development in accordance with the city’s adopted development impact fee study, as updated and readopted from time to time.

C. The fees imposed under this chapter are in addition to any other fees, dedications, construction requirements or other exactions imposed as a condition of approval for the

Attachment: Ordinance Workforce Development and Public Art DIF [Revision 1] (5993 : SECOND READING AND ADOPTION OF THE

development project, or under the provisions of any state or federal law, other provisions of this code, or city resolutions and policies.

D. Wherever used, terms describing types of facilities and/or infrastructure improvements shall have the meaning given to them in the city’s general plan and/or capital improvement plan, as adopted and amended from time to time.

3.54.020 Applicability.

Workforce development facilities impact fees shall be paid by applicants for residential, and nonresidential projects as set forth in this title and in amounts adopted by the city council by resolution from time to time. No building permit, nor occupancy permit, shall be issued for any such projects unless the fees specified in this chapter are timely paid. Fees collected pursuant to this chapter shall be deposited into a separate fund and used only for the purpose of construction or purchasing of buildings, land, vehicles, and workforce development equipment that are part of the system of workforce development facilities serving new development, provided for in City’s adopted capital improvement plan, as may be amended from time to time, and applicable nexus study.

3.54.030 Adoption of fees and fee revisions.

The amount of any workforce development impact fee may be amended annually or from time to time by a resolution of the city council in accordance with the procedures and based upon the findings set forth in Government Code Section 66000, et seq., for such fees. The city council may authorize by resolution annual adjustments to the impact fee to account for the escalation in costs due to inflation.

3.54.040 Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof. The city council declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

Section 4. Exhibits

That the exhibits attached to this Ordinance and all documents referenced herein are hereby incorporated herein by this reference, including without limitation the Nexus Study.

Section 5. CEQA Review – Categorical Exemption

The City Council hereby finds that in accordance with the California Environmental Quality Act (“CEQA”) and the CEQA Guidelines, the adoption of this ordinance is exempt from CEQA pursuant to Sections 15061(b)(3) and 15061(b)(2) because the adoption of this Resolution is statutorily exempt pursuant to CEQA Guidelines section 15273(a)(4) (Rates, Tolls, Fares and Charges for obtaining funds for capital projects necessary to maintain service within existing service area) in that development impacts fees per the Mitigation Fee Act and the Moreno Valley Municipal Code are imposed by the City as a condition of approval of future development projects for the purpose of defraying and/or recovering from each new residential and nonresidential construction project a reasonable and proportional share of the cost of certain project-related public facilities and infrastructure improvements which are either exempt from CEQA review or which have already been evaluated under CEQA and imposed as mitigation measures in previously certified environmental impact reports and/or adopted mitigated negative declarations.

Section 7. Findings

That the City Council hereby makes the requisite findings as set forth in Section 16 of the Nexus Study, as presented in said chapter and supported in detail by the Nexus Study.

Section 8. Effective Date

This ordinance shall take effect 60 days after the second reading of the Ordinance.

Section 9. Severability

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

Section 10. Repeal of Conflicting Provisions

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

Section 11. Certification

That the City Clerk shall certify to the passage and adoption of this Ordinance, enter the same in the book for original ordinances of the City, and make a minute of passage and adoption thereof in the records of the proceedings of the City Council, in the minutes of the meeting at which this Ordinance is passed and adopted.

INTRODUCED at a regular meeting of the City Council on November 1, 2022, and PASSED, APPROVED, and ADOPTED by the City Council on December 6, 2022, the following roll call vote, to wit:

- AYES: Council Members -
- NOES: Council Members -
- ABSENT: Council Members -
- ABSTAIN: Council Members -

Dr. Yxstian A. Gutierrez
 Mayor
 City of Moreno Valley

ATTEST:

Jane Halstead, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

Attachment: Ordinance Workforce Development and Public Art DIF [Revision 1] (5993 : SECOND READING AND ADOPTION OF THE



Report to City Council

TO: Mayor and City Council

FROM: Jeremy Bubnick, Parks & Community Services Director

AGENDA DATE: December 6, 2022

TITLE: ADOPT A RESOLUTION OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE ANNUAL ADJUSTMENT TO QUIMBY IN-LIEU FEES PURSUANT TO CHAPTER 3.40.110 OF THE MORENO VALLEY MUNICIPAL CODE

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2022-____, authorizing an adjustment to Quimby In-Lieu fees effective January 1, 2023.

SUMMARY

This report recommends updating Quimby In-Lieu fees based on the Consumer Price Index (CPI) for the Riverside-San Bernardino-Ontario Metropolitan Area for the period of September 2021 – September 2022, as published by the U.S. Department of Labor Statistics in October 2022. Fees would go into effect January 1, 2023.

DISCUSSION

In 1975, the State of California passed the Quimby Act, allowing cities and counties to adopt local ordinances requiring developers to set aside land, donate conservation easements, or pay fees for park improvements. In-Lieu fees are required for residential developments of 50 or fewer lots or parcels. Dedication of parkland is required for residential developments of 51 or more lots or parcels. The City may elect to condition Quimby In-Lieu fees for residential developments of 51 or more lots or parcels if the location is not conducive to development of parks and recreation facilities. Quimby In-Lieu fees are not conditioned for non-residential land uses.

As established in the Quimby Act, for residential subdivisions the Moreno Valley

General Plan specifies a parkland standard of three (3) acres per 1,000 residents. As new residential development occurs, maintenance of this minimum level of service standard is essential to provide adequate parks and recreational opportunities.

In 2000, the City Council adopted Ordinance 581 establishing the Quimby In-Lieu fee to be paid when new residential development does not dedicate land for parks or recreation facilities. The Quimby In-Lieu fee was developed to mitigate the additional requirement for park resources resulting from population increases due to new residential development. Staff is recommending approval of an adjustment to Quimby Fees as set forth in the attached resolution. This adjustment is based on the Consumer Price Index (CPI) for the Riverside-San Bernardino-Ontario Metropolitan Area for the period of September 2021 – September 2022, which is 8.4%.

Per Moreno Valley Municipal Code Section 3.40.110, Quimby In-Lieu fees shall be adopted annually by resolution of the City Council. Additionally, the City Council may authorize annual adjustments to Quimby fees to account for escalating land costs based on current market conditions. The following fee table, based on current CPI, is recommended for adoption and implementation effective January 1, 2023.

Land Use	Current Fee (per Dwelling Unit)	Proposed Fee (per Dwelling Unit)
Single Family	\$2,124	\$2,302
Multifamily	\$1,577	\$1,709
Senior Housing	\$1,106	\$1,199

Recommended updates for Quimby In-Lieu fees were reviewed by the Parks and Community Services Subcommittee on November 1, 2022.

ALTERNATIVES

1. Approve the recommended action as presented in this staff report. ***This alternative is recommended by staff as this will update the fee for needs currently projected to meet population growth.***
2. Do not approve the recommended action as presented in this staff report. ***This alternative is not recommended as this will result in a fee structure that is insufficient to meet requirements for projected growth levels.***

FISCAL IMPACT

Revenue that will be generated by the Quimby In-Lieu fee is dependent on levels of new residential development in the City.

NOTIFICATION

Posting of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Jeremy Bubnick
Parks & Community Services Director

Department Head Approval:
Jeremy Bubnick
Parks & Community Services Director

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 5.5: Promote a healthy community and lifestyle.

Objective 6.2: Improve health, wellness and fitness for Moreno Valley youth through recreation and sports programs.

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Quimby Fee Schedule Resolution No. 2022- (2023 Fees)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/07/22 5:27 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/07/22 5:27 PM

HISTORY:

11/15/22	City Council	MEETING CANCELLED
Next: 12/06/22		

RESOLUTION NO. 2022-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADJUSTING QUIMBY IN-LIEU FEES

WHEREAS, in accordance with the provisions of Government Code Section 66477 (the "Quimby Act"), the City Council of the City of Moreno Valley ("City Council") adopted Ordinance 581 establishing the authority to require the dedication of land for park and recreation facilities or a payment in-lieu; and

WHEREAS, the City Council has determined that these fees should be established to provide for certain fees in-lieu of dedicating parkland required of certain types of new subdivisions located in or to be located within the City of Moreno Valley; and

WHEREAS, the City Council has determined that Quimby In-Lieu fees shall be adopted annually by resolution of the City Council; and

WHEREAS, the City Council may authorize annual adjustments to Quimby fees to account for escalating land costs based on current market conditions; and

WHEREAS, the proposed Quimby In-Lieu fees to be charged are appropriate and do not exceed the actual cost of parkland acquisition in the City of Moreno Valley,

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

APPROVES THE ADJUSTMENT OF QUIMBY IN-LIEU FEES:

Single Family Unit	\$2,302
Multi Family Unit	\$1,709
Senior Housing Unit	\$1,199

The Quimby In-Lieu Fee Schedule as set forth above shall go into effect on the date that this resolution is approved and adopted.

Resolution No. 2022-__
Date Adopted: November 15, 2022

APPROVED AND ADOPTED this 15th day of November, 2022.

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Jane Halstead, City Clerk

APPROVED AS TO FORM:

Steven Quintanilla, Interim City Attorney

2
Resolution No. 2022-____
Date Adopted: November 15, 2022

Attachment: Quimby Fee Schedule Resolution No. 2022- (2023 Fees) (5986 : ADOPT A RESOLUTION OF THE CITY OF MORENO VALLEY,

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2022-__ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting held on the 15th day of November, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor)

JANE HALSTEAD, CLERK

(SEAL)

3
Resolution No. 2022-__
Date Adopted: November 15, 2022

Attachment: Quimby Fee Schedule Resolution No. 2022- (2023 Fees) (5986 : ADOPT A RESOLUTION OF THE CITY OF MORENO VALLEY,



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Assistant City Manager (Development)
Brian Mohan, Assistant City Manager

AGENDA DATE: December 6, 2022

TITLE: APPROVE ADDITIONAL FUNDING FOR ENERGY ASSISTANCE AND ENERGY EFFICIENCY PROGRAMS, AND APPROVE CONTINUATION OF SUSPENSION OF LATE FEES AND DISCONNECTS

RECOMMENDED ACTION

Recommendations:

1. Approve an additional budget allocation of \$300,000 for Utility Assistance Programs;
2. Authorize the City Manager to execute an amendment to the Agreement with Synergy Companies expanding the Energy Audit and Direct Installation program by \$500,000 annually; and authorize the City Manager to approve and execute any subsequent amendments subject to the approval by the City Attorney;
3. Approve suspension of late fees and disconnects for non-payment to comply with requirements of the California Arrearage Payment Program (CAPP); and
4. Approve Resolution 2022-XX. A Resolution of the City Council of the City of Moreno Valley, California, to confirm the Electric Rates and Rules for Moreno Valley Utility.

SUMMARY

To further aid MVU residential and small business customers (businesses whose monthly maximum demand for electricity is less than 20 kW) affected by the pandemic, this report recommends enhancing the Utility Assistance Programs with an additional budget allocation of \$300,000 and expanding the Energy Audit and Direct Installation Program with an additional annual budget allocation of \$500,000. Both the Utility

Assistance Programs and the Energy Audit/Direct Installation Program are funded with Public Purpose Program funds. In addition to increasing the funding for these customer programs, this report recommends continuation of the suspension of late fees and disconnections for non-payment to comply with requirements of the California Arrearage Payment Program (CAPP), a State-funded program designed to aid customers with outstanding utility balances incurred because of the pandemic.

DISCUSSION

Utility Assistance Programs:

MVU currently has two Utility Assistance Programs – an Energy Bill Assistance Program and a COVID-19 Utility Assistance Program. Both programs provide a discount on monthly energy charges to income qualified families. A total of approximately \$300,000 in financial relief has been provided to customers so far this fiscal year; staff is recommending an additional funding of \$300,000 to assist customers.

Energy Audit and Direct Installation Program:

All residential customers are eligible to participate in MVU's Energy Audit and Direct Installation Program. Currently, customers can receive up to \$2,000 in measures that will reduce customers' energy consumption and increase comfort. Measures include an in-home Energy Audit, energy star ceiling fans, solar screens, high-efficiency heating, ventilation, and air conditioning (HVAC) motors, AC tune ups and filter changes, duct testing and sealing, smart thermostats, smart powerstrips, and LED lighting. Staff recommends expanding the program to \$4,000 per customer and include whole house fans.

In addition to the expanded Utility Assistance Programs and Energy Audit and Direct Installation Program, staff recommends continuation of the suspension of late fees and disconnections for non-payment to comply with requirements of the California Arrearage Payment Program (CAPP). The CAPP is a State-funded program that reduces eligible energy utility bills that increased during the pandemic by directly applying a credit to their bill.

Electric Service Area and Rates:

Two separate utility providers, Moreno Valley Utility (MVU) and Southern California Edison (SCE), currently serve the City of Moreno Valley. Between the two electric utilities, there are over 60,000 accounts.

MVU non-residential customers account for 70% of MVU revenues while residential customers only account for 30% of MVU revenues.

The requirement for utilities to purchase greater amounts of renewable energy continuously increased, moving from an amount equal to 20% of retail sales by 2017 to 33% by 2020, to 60% by 2030, and 100% carbon-free energy by 2045. In addition, the

focus on renewable, clean energy has impacted the capacity market by limiting the amount of generation capacity available to cover peak demand periods, thus reducing supply and driving up prices. In calendar year 2018, the cost per kW-month for capacity products was approximately \$1.30. The calendar years 2021 and 2022 cost per kW-month is approximately \$6.20, and the calendar year 2023 cost per kW-month is currently over \$8.00. MVU has seen a significant increase in power costs and require investments in technology to upgrade the system to maintain reliability to customers since its last rate adjustment.

The approved SCE rate adjustments for calendar year 2022 average 9.4%, which is now in effect for SCE customers, and is primarily related to capital investments for repair and replacement of equipment on its distribution system and investments in modernizing the system, as well as investments in electric vehicle infrastructure. Similarly, MVU has reviewed SCE's increased rates and has analyzed the current and upcoming operational and capital expenditures for MVU. Although MVU may require rates higher than SCE to establish reserves, pursuant to City Resolution 2006-112, staff recommends an adjustment to continue the policy of parity with SCE's electric rates.

To avoid the requirement for the General Fund to subsidize up to \$5.1 million annually to MVU, the proposed Resolution amends and confirms the electric rates and rules for MVU to correspond with all SCE rate increases in 2022. Staff recommends approval of the Resolution that will amend and confirm the electric rates and rules for Moreno Valley Utility (MVU), to be effective with the January 2023 billing. Since the inception of MVU, City Council policy has been to maintain parity with SCE electric rates. Resolution 2006-112 approved implementing a schedule to adjust MVU's rates to reflect the same rate schedule as SCE. This policy is also incorporated within the Professional Services Agreement with ENCO Utility Services Moreno Valley LLC, which requires that MVU adjust its electric rates to maintain approximate parity with those charged by SCE.

The average change by customer class is included as Attachment 1 to the staff report should the rate increase be approved.

The expanded Utility Assistance Programs and Energy Audit and Direct Installation Program will continue to offset the potential impact to residential and general service customers.

ALTERNATIVES

1. Approve the Recommended Actions presented in this report. *Staff recommends this alternative as the proposed amended electric rates and rules will allow the City's utility to comply with established Council-adopted policies and practices and avoid adding a General Fund liability and provides assistance to those impacted by the pandemic.*
2. Do not approve the Recommended Actions presented in this report *Staff does not recommend this alternative because the Resolution is needed to keep the Utility in compliance with established Council-adopted policies and practices and will result in an annual General Fund liability of \$5,104,918.*

FISCAL IMPACT

The requested additional funding for the Utility Assistance Programs is \$300,000 for a total of \$500,000, and \$500,000 annually for the Energy Audit and Direct Installation Program through the term of the agreement with Synergy Companies. The proposed rate adjustment is estimated to increase revenue by an average of approximately \$350,000 per month. With approval of the rates, and no further energy cost increases, it is anticipated that net income will be positive.

MVU is a relatively young utility and has not yet fully established or maintained desired reserve fund levels. As such, the General Fund continues to be a backstop to the \$37 million of estimated reserves required for operations, emergencies, repair and replacement of infrastructure, and rate stabilization. These four categories are necessary to maintain a financially strong utility for the future.

The City has also issued over \$62 million of bonds for utility infrastructure improvements, which are secured by the Base Rental Payments and other payments paid by the City and received by the Authority pursuant to the Facilities Sublease (as defined in the Trust Indenture).

The following table reflects the budget adjustment to increase funding for the Utility Assistance Programs and Energy Audit/Direct Installation Program, all paid for with Public Purpose Funds. Public Purpose Program funds can only be utilized under a strict umbrella of programs, determined at the State level of government.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY Budget 22/23	Proposed Adjustments	FY Amended Budget 22/23
Utility Assistance Programs	Public Purpose Program Fund	6012-70-80-45511-710152	Exp	\$200,000	\$300,000	\$500,000
Energy Audit/Direct Installation Program	Public Purpose Program Fund	6012-70-80-45511-710144	Exp	\$500,000	\$500,000	\$1,000,000

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Jeannette Olko
Electric Utility Division Manager

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

CITY COUNCIL GOALS

Moreno Valley Utility
 Average change by customer class
 November 15, 2022

Rate	Average Total Revenue per Month	Average %	Estimated Total (\$)
General Service	\$ 116,486	8.93%	\$ 10,400
Large General Service	\$ 749,913	14.59%	\$ 109,442
Large General Service/TOU	\$ 1,266,059	5.33%	\$ 67,439
Industrial	\$ 213,688	8.17%	\$ 17,461
Pumping	\$ 10,809	12.45%	\$ 1,345
Street Lighting	\$ 31,527	14.78%	\$ 4,659
Traffic Control	\$ 3,404	10.42%	\$ 355
Residential	\$ 1,087,085	12.79%	\$ 139,084
Total per Month	\$ 3,478,971		\$ 350,185
Total per Year	\$ 41,747,652		\$ 4,202,220
			9.4%

Attachment: MVU average change 11152022 (5981 : APPROVE ADDITIONAL FUNDING FOR ENERGY ASSISTANCE AND ENERGY EFFICIENCY

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO CONFIRM THE ELECTRIC RATES AND RULES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; 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, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, on January 13, 2004, the City Council approved Resolution No. 2004-05 establishing the electric rates for Moreno Valley Utility; and

WHEREAS, on September 26, 2006, the City Council approved Resolution No. 2006-112 implementing a schedule to adjust Moreno Valley Utility electric rates to reflect the same schedule as Southern California Edison; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in these documents. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

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

1
Resolution No. 2022-XX
Date Adopted: November 15, 2022

1. The City Council hereby confirms the amended Moreno Valley Utility Rates and Rules, attached hereto as Exhibits A and B, incorporated herein, and on file in the Public Works Department.

APPROVED AND ADOPTED this 15th day of November 2022.

 Mayor of the City of Moreno Valley

ATTEST:

 City Clerk

APPROVED AS TO FORM:

 City Attorney

2
 Resolution No. 2022-XX
 Date Adopted: November 15, 2022

Attachment: Resolution Rate Adjustment 11152022 (5981 : APPROVE ADDITIONAL FUNDING FOR ENERGY ASSISTANCE AND ENERGY

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2022-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 15th day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2022-XX³
Date Adopted: November 15, 2022

Attachment: Resolution Rate Adjustment 11152022 (5981 : APPROVE ADDITIONAL FUNDING FOR ENERGY ASSISTANCE AND ENERGY

Moreno Valley Utility
Electric Rates

Attachment: MVU Rates final 11152022 (5981 : APPROVE ADDITIONAL FUNDING FOR ENERGY ASSISTANCE AND ENERGY EFFICIENCY

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Attachment: MVU Rates final 11152022 (5981 : APPROVE ADDITIONAL FUNDING FOR ENERGY ASSISTANCE AND ENERGY EFFICIENCY

SCHEDULE A – RESIDENTIAL SERVICE

Applicability

Applicable to electric service for residential uses. This schedule has two rate options. Rate A is applicable to all residential customers except for residential customers with solar generation installations that filed an application on or after December 15, 2020. For these customers, Rate B Residential Time of Use (TOU) is applicable. Rate C is applicable to customers with electric vehicle chargers and those who have electric vehicle charges, battery storage or electric heat pumps. Annual renewal of qualification for Rate C is required. All other residential customers may select Rate B Residential Time of Use (TOU) if desired.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Basic Charge - \$/Day:	Rate A – Non TOU
Single-Family Residence	\$ 0.031
Multi-Family Residence	\$ 0.024
 Energy Usage Charge - \$/kWh:	
Summer:	
Tier 1 -Baseline Quantities, all kWh, per kWh	\$ 0.26760
Tier 2 – 101% to 400% of Baseline	\$ 0.35063
 Tier 3 – All excess kWh, per kwh	 \$ 0.44421
 Winter:	
Tier 1 -Baseline Quantities, all kWh, per kWh	\$ 0.26760
Tier 2 – 101% to 400% of Baseline	\$ 0.35063
 Tier 3 – All excess kWh, per kWh	 \$ 0.44421
 Public Purpose Programs:	
All kWh per kWh	\$ 0.02205
 Monthly Minimum Charge:	
Monthly Minimum Charge	\$ 10.00

Rates

	Rate B - TOU
Basic Charge - \$/Day:	
Single-Family Residence	\$ 0.031
Multi-Family Residence	\$ 0.024
Energy Usage Charge - \$/kWh:	
Baseline Credit – Applies to 100% of baseline allocation regardless of time of use	-\$0.09086
Summer	
On-Peak	\$ 0.50669
Mid-Peak	\$ 0.41263
Off-Peak	\$ 0.31205
Winter	
Mid-Peak	\$ 0.44850
Off-Peak	\$ 0.33464
Super Off-Peak	\$ 0.30210
Public Purpose Programs:	
All kWh per kWh	\$ 0.02205
Monthly Minimum Charge:	
Monthly Minimum Charge	\$ 10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Baseline Rates: Baseline rates are applicable only to separately metered residential use.
2. Baseline Quantities: The residential allocation shall be 18.9 kWhs per day in the Summer season and 12.5 kWhs per day in the Winter season.

4
Resolution No. 2022-XX
Date Adopted: November 15, 2022

- 3. Existing generating facilities currently under Schedule NEM or NEM 2.0 that are modified such that the generating capacity or output increases by 10% or more or if they have storage are required to be billed under Rate B.
- 4. Time periods are defined as follows:

TOU Period	Weekdays	Weekends & Holidays	Weekdays	Weekends & Holidays
	Summer	Summer	Winter	Winter
On-Peak	4 p.m. - 9 p.m.	N/A	N/A	N/A
Mid-Peak	N/A	4 p.m. - 9 p.m.	4 p.m. - 9 p.m.	4 p.m. - 9 p.m.
Off-Peak	All other hours	All other hours	9 p.m. - 8 a.m.	9 p.m. - 8 a.m.
Super-Off-Peak	N/A	N/A	8 a.m. - 4 p.m.	8 a.m. - 4 p.m.

- 5. Holidays are defined as New Year’s Day (January 1), Martin Luther King’s Birthday (third Monday in January), Washington’s Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

- 6. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.
- 7. Voltage: Service will be supplied at one standard voltage.
- 8. For the purposes of applying the Basic Charge, the following definitions shall be used:

Single-Family Residence - A building of single occupancy which does not share common walls, floors, or ceilings with other residential dwelling units.

Multi-Family Residence - Apartments, mobile homes, condominiums, townhouses, or a building of multiple occupancy which shares common walls and /or floors and ceilings with other residential dwelling units.

9. Medical Baseline Allocation: Upon application and acceptance of a certification from a medical doctor or osteopath licensed to practice medicine in California, eligible residential customers are provided a standard year-round medical baseline allocation of 16.5 kWh per day in addition to the applicable baseline allocation for the season.

	Regular Baseline Daily kWh Allocation	Additional Medical Baseline Daily kWh Allocation	Total Baseline Daily kWh Allocation
Summer	18.9	16.5	35.4
Winter	12.5	16.5	29.0

Medical Baseline Allocation Eligibility:

- a) Regular use in the customer's home of one or more medical life-support devices essential to maintain the life of a full-time resident of the household; and/or
- b) A full-time resident of the household is: a paraplegic, hemiplegic, quadriplegic, multiple sclerosis or scleroderma patient, being treated for life-threatening illness, and/or has a compromised immune system.

Life support devices are those devices or equipment that utilize mechanical or artificial means to sustain, restore or supplant a vital function, or mechanical equipment relied upon for mobility both within and outside of buildings.

Life-support devices include:

- | | |
|-----------------------------|-------------------------------|
| Aerosol Tent | Ultrasonic Nebulizer |
| Pressure Pad | Electrostatic Nebulizer |
| Apnea Monitor | Inhalation Pulmonary Pressure |
| Pressure Pump | Breather Machine (IPPB) |
| Compressor | Iron Lung |
| Concentrator | Dialysis Machine |
| Respirator (all types) | Hemodialysis Machine |
| Electronic Nerve Stimulator | Motorized Wheelchair |
| Suction Machine | Oxygen Generator |

Applying for the Medical Baseline Allocation:

- 1. Request application from Moreno Valley Utility by telephone, mail or in person

2. Complete application.
3. The patient's physician will need to fill out the required information on the application and sign it certifying the medical need.
4. The customer can mail or bring the application to Moreno Valley Utility's offices
5. Once the application is reviewed and approved, the Medical Baseline Allocation will be effective on the next regular electric billing.
6. Applications must be renewed every two years.
7. Low Income Program - A low-income assistance discount program is offered under this standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount, the income of the customer, including all members of the household, must meet the income levels of the program and can be no more than 200% of Federal Poverty Guidelines. Under this program a discount for qualified low-income residents of 30% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.
8. Family Electric Rate Assistance (FERA) Program: The FERA discount program is offered under the standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount the household must consist of three or more persons where the total gross income from all sources is no more than 250% of Federal Poverty Guidelines. Under this program a discount for qualified FERA households of 18% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.
9. Electric Vehicle Off-Peak Charging Discount: Qualified residential customers owning or leasing electric vehicles and receiving electric service under Schedule A – Residential Service, will receive a discount. For these qualified residential customers, the price of electricity consumed, either during the Off-Peak hours for those on a time of use option or from the total kWhs used for those on the Rate A, up to a maximum of 500 kWhs, shall be discounted by 5 cents per kWh per billing period. To qualify, residential customers must file an application with the City and evidence of vehicle ownership or lease and registration. Once approved, the discount will apply beginning with the next bill cycle after approval of the application. To remain on the program, qualified customers must submit annual application renewals.

10. Residential customer-generators on Rate B Time of Use shall abide by Special Condition 2 of Schedule NEM 2.0 when the customer is a net producer of energy.

Attachment: MVU Rates final 11152022 (5981 : APPROVE ADDITIONAL FUNDING FOR ENERGY ASSISTANCE AND ENERGY EFFICIENCY

SCHEDULE B – GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power. Customers whose monthly maximum demand is expected to exceed 20 kW or has exceeded 20 kW in any three months during the preceding 12 months, are ineligible for service under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - \$/Day:	
Single-Phase Service	\$ 0.468
Polyphase Service	\$ 0.514
Energy Usage Charge - \$/kWh:	
Summer, all kWh, per kWh	\$ 0.26390
Winter, all kWh, per kWh	\$ 0.21055
Public Purpose Programs:	
All kWh per kWh	\$ 0.01845
Monthly Minimum Charge:	
Monthly Minimum Charge	\$ 10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.
2. Voltage: Service will be supplied at one standard voltage.

SCHEDULE C – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer’s monthly maximum demand is expected to exceed 20 kW or has exceeded 20 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - \$/Meter/Month:

Single Phase	\$ 183.17
Polyphase	\$ 189.75

Energy Usage Charge - \$/kWh:

Summer, all kWh, per kWh	\$ 0.14444
Winter, all kWh, per kWh	\$ 0.11235

Demand Charge - \$/kW:

	<u>Summer</u>	<u>Winter</u>
Facilities Related Demand Charge, per kW	\$ 21.62	\$ 21.62
Time Related Demand Charge, per kW	\$ 17.88	\$ 0.00

Public Purpose Programs:

All kWh per kWh	\$ 0.01919
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Monthly Minimum Charge:

Monthly Minimum Charge	\$ 10.00
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Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows:

The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.

2. Voltage: Service will be supplied at one standard voltage.
3. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).
4. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.
5. Voltage Discount: The monthly Facilities Related Demand Charge will be reduced by \$0.21 per kW for service delivered and metered at voltages of 4 kV through 12 kV. The energy charge will be reduced by \$.00101 per kWh for service delivered and metered at voltages of 2 kV through 12 kV.
6. Excess Transformer Capacity: Excess Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.
7. Power Factor Adjustment: When Maximum Demand has exceeded 200 kW for three consecutive months, kilovar metering will be installed as soon as practical, and thereafter, until the Maximum Demand has been less than 150 kW for twelve consecutive months, the billing will be adjusted each month for power factor.
 - a. Adjustment Rate:
 - i. For service delivered and metered at voltages 12 kV or less, the billing will be increased by \$0.60 per kilovar of maximum reactive demand.
 - b. Determining the Reactive Demand:
 - i. Service delivered and metered at voltages of 4 kV or greater:

1. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.
- ii. Services delivered and metered at voltages less than 4 kV:
1. For customers with metering used for billing that measures reactive demand, the maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.
 2. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A ratchet device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

SCHEDULE P1 – PUMPING AND AGRICULTURAL SERVICE (CONNECTED LOAD BASIS)

Applicability

Applicable to electric service for agricultural power service or for general water pumping or sewerage pumping based on connected load in horsepower. This schedule is not applicable to service for which a residential, commercial or industrial schedule is applicable. Customers whose monthly maximum demand is expected to or have exceeded 500 kW or 671 hp in any three months during the preceding 12 months, are ineligible for service under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - \$/Day:	\$72.16
Energy Usage Charge - \$/kWh:	
Summer, all kWh, per kWh	\$ 0.15693
Winter, all kWh, per kWh	\$ 0.15693
Service Charge \$/HP/Month	\$6.26
Public Purpose Programs:	
All kWh per kWh	\$ 0.02081
Monthly Minimum Charge:	
Monthly Minimum Charge	\$ 10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.
2. Voltage: Service will be supplied at one standard voltage.
3. Connected Load: Connected load is the sum of the rated capacities of all the customer's equipment that is possible to connect to the utility's lines at the same time, determine to the nearest 1/10th hp.

SCHEDULE SL – STREET LIGHTING SERVICE - MVU OWNED SYSTEM

Applicability

Applicable to un-metered service for the lighting of streets and highways where MVU owns and maintains the street lighting equipment and associated facilities included under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service kWhs/Month</u>	<u>\$/Lamp/Month</u>	<u>\$/Lamp/Month Public Purpose Programs</u>
9,500	100	40	\$15.81	\$0.47
16,000	150	67	\$20.39	\$0.78
22,000	200	85	\$23.64	\$0.99
27,500	250	108	\$27.37	\$1.26

Energy Usage Charge – Light Emitting Diode (LED) Lamps

Basic Charge:

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service kWhs/Month</u>	<u>\$/Lamp/Month</u>	<u>\$/Lamp/Month Public Purpose Programs</u>
14,700	173	75	\$22.47	\$0.91
11,500	98	47	\$17.08	\$0.56
3,800	31	15	\$ 11.43	\$0.18

Energy Cost Adjustment

- The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Maintenance shall include periodic inspection, renewal of lamps, cleaning of glassware, replacement of damaged glassware and lamps, and minor repairs to wiring and electrical appurtenances.
2. Hours of Service: Under MVU's standard all-night operating schedule, approximately 4,140 hours of service will be furnished.
3. The developer shall install streetlights that will be served from MVU's underground system. These streetlights must be installed in accordance with MVU's specifications and the developer will deed such facilities to MVU.
4. Requirements and Restrictions:
 - a. The applicant for street light service shall specify the lamp size and location of streetlights.
 - b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.
 - c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.
 - d. In accordance with Rule No. 4, a written contract for a term of not less than one year is required in order to receive street light service under the provisions of this schedule.
 - e. Should the applicant not commence using the street lighting in a bona fide manner within ninety (90) days after date of completion and installation of a streetlight or street lighting system requested by the applicant, the MVU will bill, and the applicant shall pay, the applicable lamp charge(s).
5. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

**SCHEDULE SL2 – STREET LIGHTING SERVICE
CUSTOMER OWNED AND MAINTAINED SYSTEM SCHEDULE
(UNMETERED)**

Applicability

Applicable to service for un-metered lighting of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns and maintains the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service kWhs/Month</u>	<u>\$/Lamp/Month</u>	<u>\$/Lamp/Month Public Purpose Programs</u>
9,500	100	40	\$ 8.97	\$0.47
16,000	150	67	\$ 13.13	\$0.78
22,000	200	85	\$ 16.04	\$0.99
27,500	250	108	\$19.70	\$1.26

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.
2. Requirements and Restrictions:
 - a. The applicant for street light service shall specify the lamp size and location of streetlights.
 - b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.
 - c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.
3. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

**SCHEDULE SL3 – STREET LIGHTING SERVICE
CUSTOMER OWNED SYSTEM SCHEDULE
(METERED)**

Applicability

Applicable to service for metered lighting service of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – Per Meter Per Month:	\$ 12.16
Energy Usage Charge - \$/kWh:	
All Year - all kWh, per kWh	\$ 0.11399
Public Purpose Programs:	
All kWh, per kWh	\$ 0.01054

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.
2. The customer will furnish and maintain all equipment beyond the meter.

SCHEDULE TC-1 – TRAFFIC CONTROL SERVICE

Applicability

Applicable to service for traffic directional sign or signal lighting service owned by governmental agencies and located on streets, highways and other publicly dedicated outdoor ways and places.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – Per Meter Per Day:

Single-Phase Service	\$ 0.793
Polyphase Service	\$ 0.824

Energy Usage Charge - \$/kWh:

All kWh per kWh	\$ 0.18928
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Public Purpose Programs:

All kWh per kWh	\$ 0.02099
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Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

SCHEDULE TOU-LGS – TIME OF USE – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer’s monthly maximum demand is expected to exceed 500 kW or has exceeded 500 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates – Primary Voltage

Customer Charge:			
\$/Meter/Month			\$ 368.25
Energy Usage Charge - \$/kWh:			
Summer			
On-Peak			\$ 0.11271
Mid-Peak			\$ 0.11007
Off-Peak			\$ 0.08163
Winter			
Mid-Peak			\$ 0.09200
Off-Peak			\$ 0.09163
Super Off-Peak			\$ 0.05835
Demand Charge - \$/kW:			
		<u>Summer</u>	<u>Winter</u>
Facilities Related Demand Charge, per kW		\$19.07	\$19.07
Time Related Demand Charge, per kW			
On-Peak		\$31.98	\$0.00
Mid-Peak		\$0.00	\$9.15
Off-Peak		\$0.00	\$0.00
Public Purpose Programs:			
All kWh per kWh			\$0.01663
 Minimum Monthly Charge			 See Conditions #4

Attachment: MVU Rates final 11152022 (5981 : APPROVE ADDITIONAL FUNDING FOR ENERGY ASSISTANCE AND ENERGY EFFICIENCY

Rates – Secondary Voltage

Customer Charge:

\$/Meter/Month \$ 347.00

Energy Usage Charge - \$/kWh:

Summer

On-Peak \$ 0.11910

Mid-Peak \$ 0.11575

Off-Peak \$ 0.08633

Winter

Mid-Peak \$ 0.09710

Off-Peak \$ 0.09644

Super Off-Peak \$ 0.06193

Demand Charge - \$/kW:

	<u>Summer</u>	<u>Winter</u>
Facilities Related Demand Charge, per kW	\$21.52	\$21.52
Time Related Demand Charge, per kW:		
On-Peak	\$33.79	\$0.00
Mid-Peak	\$ 0.00	\$8.23
Off-Peak	\$ 0.00	\$0.00

Public Purpose Programs:

All kWh per kWh \$ 0.01734

Minimum Monthly Charge:

Minimum Monthly Charge See Condition #4

Energy Cost Adjustment

- The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

- Time periods are defined as follows:

TOU Period	Weekdays	Weekends & Holidays	Weekdays	Weekends & Holidays
	Summer	Summer	Winter	Winter
On-Peak	4 p.m. - 9 p.m.	N/A	N/A	N/A
Mid-Peak	N/A	4 p.m. - 9 p.m.	4 p.m. - 9 p.m.	4 p.m. - 9 p.m.
Off-Peak	All other hours	All other hours	9 p.m. - 8 a.m.	9 p.m. - 8 a.m.
Super-Off-Peak	N/A	N/A	8 a.m. - 4 p.m.	8 a.m. - 4 p.m.

Holidays are defined as New Year's Day (January 1), Martin Luther King's Birthday (third Monday in January), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

2. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.
3. Voltage: Service will be supplied at one standard voltage.
4. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).
5. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.
6. Excess Transformer Capacity: Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.
7. Power Factor Adjustment: The billing will be adjusted each month for power factor.
 - a. Adjustment Rate: The customer's bill will be increased each month for the power factor \$0.60 per kilovar of maximum reactive demand.
 - b. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts

of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

Attachment: MVU Rates final 11152022 (5981 : APPROVE ADDITIONAL FUNDING FOR ENERGY ASSISTANCE AND ENERGY EFFICIENCY

SCHEDULE SE - SERVICE ESTABLISHMENT CHARGE

Applicability

Applicable to general service and domestic service customers.

Territory

Within the entire territory served by Moreno Valley Utility.

Rate

For each establishment of electric service, a charge will apply.

Special Conditions

1. The service establishment charge is in addition to the charges calculated on the applicable rate schedule and will be made each time an account is established.
2. Establishment means each time an account is opened, including a turn on of electric service or a change of name that requires a meter reading.
3. If the customer requests electric service be established on the same day as his request or outside regular business hours, an additional charge will apply.

SCHEDULE NEM – NET ENERGY METERING

Applicability

Applicable to general service and domestic service customers who have eligible renewable energy generation systems connected to MVU’s system (interconnected) and meet program requirements. This schedule is closed to new applicants effective April 2018.

Territory

Within the entire territory served by Moreno Valley Utility.

Net Surplus Compensation Rate

The net surplus compensation rate shall be the value in the NCR Tariff - Schedule A applied to any net surplus energy remaining at the end of the customer’s twelve (12) monthly billing period (“relevant period”).

Special Conditions

1. NEM customers will receive a credit for the surplus electricity supplied to MVU’s system.
2. This credit will be applied to the customer’s energy bill, to offset all or part of the costs associated with the energy that is consumed each month.
3. Residential accounts are billed once a year for “net” energy consumed or generated over the previous 12 months, if any.
4. Small business accounts served under the General Service Rate also qualify for annual billing.
5. Large business NEM accounts under the Large General Service Rate are billed monthly for their energy usage.
6. Net surplus energy is the amount of generated kilowatt-hours (kWh) energy that is exported to MVU’s system that exceeds the amount that is received from MVU.
7. Any net surplus energy remaining at the end of the 12-month billing period (also called the “relevant period”) will be given a monetary value known as the Net Surplus Compensation Rate (NSCR).
8. The NSCR value is established by MVU to reflect the costs MVU avoids in procuring power during the time period net surplus generators are likely to produce excess power.

9. Customers may choose to either roll over the monetary value of any net surplus energy to the next billing cycle or receive payment for any net surplus energy at the end of your 12-month relevant period.
10. Customers will be billed monthly for nominal non-energy-related charges such as taxes.
11. Existing generating facilities currently under Schedule NEM that are modified such that: (1) the generating capacity or output increases by 10% or more; or (2) adding battery storage will be placed under Schedule NEM 2.0.
12. Existing generating facilities currently under Schedule NEM that don't make payment within thirty (30) days of the due date will be placed under Schedule NEM 2.0.
13. Existing customers under Schedule NEM will remain under Schedule NEM for a period of fifteen (15) years from the original year in which their generating facility was interconnected to MVU's grid as determined from the date the customer received the permission to operate (PTO), and then will be switched to Schedule NEM 2.0 or any otherwise applicable rate schedule. Existing customers under Schedule NEM can request to be placed under Schedule NEM 2.0 at any time; the customer's account will be trued up at the time of the request. This means that any outstanding balance due or credit due will be applied to the next regular billing.

SCHEDULE NEM 2.0 – NET ENERGY METERING SUCCESSOR RATE

Applicability

Applicable to Eligible Customer-Generators, as defined in Section 2827 of the California Public Utilities Code, operating a renewable electrical generation facility, as therein defined, located on the customer's owned, leased, or rented premises with a capacity of no more than one megawatt that is intended primarily to offset part or all of the customer's own electrical requirements and which is interconnected and operates in parallel with MVU's power system pursuant to Electric Rule 21 – Generating Facility Interconnections.

Territory

Within the entire territory served by Moreno Valley Utility.

Net Surplus Compensation Rate

The net surplus compensation rate shall be the value in the NCR Tariff - Schedule A applied to any net surplus energy remaining at the end of the customer's monthly billing period.

Special Conditions

1. As determined in each billing period, when a customer is a net consumer of energy, the resulting net consumed energy will be used in the calculation of all applicable energy charges.
2. As determined in each billing period, when a customer is a net producer of energy within any TOU block, the resulting TOU net produced energy will be used to offset consumption in other TOU blocks in the following order:

Winter Super Off Peak -> Winter Off Peak -> Winter Mid-Peak ->

Summer Off-Peak -> Summer Mid-Peak -> Summer On-Peak

If there is remaining surplus energy after offsetting all usage in this order the surplus will be used to calculate a monetary value that shall only be applied to the customer's monthly bill, including any minimum charges and applicable taxes.

3. A customer is a net producer of energy when the amount of generated kilowatt-hours (kWh) of energy that is exported to MVU's system exceeds the amount that the customer receives from MVU.

4. The monetary value calculated is the product of the net kWh produced multiplied by the Net Surplus Compensation Rate (NSCR) found in the NCR Tariff – Schedule A.
5. The NSCR value is established by MVU to reflect the costs MVU avoids in procuring power during the time period net surplus generators are likely to produce excess power.
6. MVU shall retain any net surplus energy generated by the NEM customer, including any associated environmental attributes or renewable energy credits (“REC”).
7. To be eligible for service under this Schedule, generating facilities must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules regarding safety and reliability (i.e., MVU’s Electric Rule 21). All generating facilities must have a warranty of at least 10 years for all equipment and the associated installation from the system provider (not from MVU). All major solar system components (including PV panels and other generation equipment, inverters and meters) must be on the verified equipment list maintained by the CEC. Any other equipment, as determined by MVU, must be verified as having safety certification from a Nationally Recognized Testing Laboratory.
8. To be eligible for service under this Schedule, the customer’s generating facilities must be sized to offset part or all of the customer’s own electrical requirements and cannot be oversized. This means that the estimated output of the generating facility, using the CEC-AC nameplate rating for inverter-based generating facilities must not exceed the customer’s previous annual usage in kWh. In the event that there is less than 12 months of previous recorded usage data, the standard of 2 watts per square foot of the premises will apply.
9. Customers seeking to interconnect their generating facilities for the purpose of receiving service under this Schedule are subject to the interconnection requirements and interconnection cost responsibility provisions as established in MVU’s Electric Rule 21.
10. A new customer of record who owns, rents, or leases a premise that includes a generating facility that was approved by MVU for parallel operation prior to the new customer moving in and/or taking electric service with MVU will take service under this Schedule as long as the requirements of this Schedule are

met. This provision also applies to premises where the developer/contractor establishes the interconnection.

SCHEDULE ED – ECONOMIC DEVELOPMENT (“ED”) RATE

Applicability

Commercial or industrial end-use customers that would otherwise receive service under Electric Rate Schedule TOU-LGS (Time of Use-Large General Service) and meet certain criteria as established and adopted by resolution of the City Council of the City of Moreno Valley may take advantage of the ED rate as a New Customer or Expanded Load Customer. This ED rate is applicable to all or part of the services provided to New Customers and Expanded Load Customers, as such terms are defined herein. Local Hiring Incentive applicable to certain other rate classes as described in Special Condition No. 6.

1. A New Customer shall be a customer seeking to locate a new business or relocate an existing business (not currently located within the territory served by Moreno Valley Utility) within Moreno Valley Utility’s service territory.

2. An Expanded Load Customer shall be an existing Moreno Valley Utility TOU-LGS customer that is adding new load to Moreno Valley by a minimum of 200 kW based upon the customer’s past electrical demand as determined by Moreno Valley Utility. The expanded load can be at the customer’s current site, or at a new site within the Moreno Valley Utility service territory. The ED rate will only be applied to the expanded load as determined in Section 5 below.

3. A New Customer shall meet the following criteria:
 - a. Targeted industries
 - i. Logistics/Distribution
 - ii. Medical/Healthcare
 - iii. Auto Dealerships

 - b. Job Creation

i. Tier 1 Discount Rate	150 – 499 jobs
ii. Tier 2 Discount Rate	500 – 999 jobs
iii. Tier 3 Discount Rate	greater than 1000 jobs
iv. Tier 4 Discount Rate	350 jobs minimum
v. Tier 5 Discount Rate	200 jobs minimum

 - c. City Revenue Producer – either sales tax or use tax generation
 - i. Tier 1a Discount Rate

- ii. Tier 4 Discount Rate - minimum \$40,000 annual sales tax revenue to the City

Territory

Within the entire territory served by Moreno Valley Utility.

Character of Service

The service provided hereunder shall be alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. To be eligible to participate all customers must have a demand meter.

Rates

Except as provided herein, or in the Economic Development Rate Agreement, all charges and provisions of the customer’s otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer’s otherwise applicable rate schedule will be reduced as follows:

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4
Year 1	19.00%	21.50%	24.00%	26.50%
Year 2	16.00%	18.50%	21.00%	23.50%
Year 3	13.00%	15.50%	18.00%	20.50%
Year 4	10.00%	12.50%	15.00%	17.50%
Year 5	7.00%	9.50%	12.00%	14.50%

	Tier 5
Years 1 – 4	20.00%
Years 5 – 8	15.00%
Years 9 – 12	10.00%
Years 13 - 16	5.00%

Special Conditions

1. Term: Economic Development Rate Agreements entered into under this Schedule shall be for a single five-year term, except for Tier 5, which shall be for a single sixteen-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the City Manager or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement in order for the rates under this Schedule to be applicable. In addition to the other terms of this Schedule, the Economic Development Rate Agreement shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the applicable term of the Agreement.
4. Minimum Load: Customers qualifying under this Schedule as a New Customer with a projected minimum monthly electric demand of at least 500 kW or as an Expanded Load Customer under Applicability Sections 1 and 2 above, respectively, must agree to maintain a minimum level of load for five years for Tiers 1 through 4 and sixteen years for Tier 5 from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement.
5. Jobs: Job as prescribed in Section 3c above is defined as Full Time Equivalent that is working at least 1750 hours per year. The Customer retains authority in making individual hiring decisions. This program does not require the Customer to hire any person who does not have the experience and ability to qualify such persons for a job.
6. Local Hiring Incentive: The Local Hiring Incentive is available for Tier 1 through Tier 5. Customers who qualify under Tiers 1 – 4 and voluntarily hire at least 20% of Full Time Equivalent (FTE) employees that are City of Moreno Valley residents will receive an additional discount of 2%; those Customers who hire at least 40% of Full Time Equivalent (FTE) employees that are City of Moreno Valley residents will receive an additional discount of 4%. For Customers eligible for the Tier 5 discount, the Local Hiring Incentive is an additional 1% discount for Customers who voluntarily hire at least 20% of FTE employees that are City of Moreno Valley residents. The additional 1% discount will be applied to the first five years of the sixteen-year term. Any additional discounts will apply to the Energy Charge and Demand Charge. Customers must certify the local hire percentage each year to remain eligible for the additional discount.
7. Base Period Usage: Base Period Usage shall be established and agreed to in the Economic Development Rate Agreement for Expanded Load

Customers. Base Period Usage shall be the average monthly energy use and demand for the customer during the last three years of service to the customer, from the date ending the last payment period before the date of the Agreement. Expanded Load qualifying for the rate under this Schedule shall be measured as the difference between the new monthly, meter documented energy use and demand, and the Base Period Usage.

8. State Mandated Public Purpose Program Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Program Charge as established by the City Council.
9. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or “green power” premiums.
10. Expanded Load: Expanded Load customers applying for this rate must demonstrate to the satisfaction of the Utility that the expanded load is new to Moreno Valley.
11. Effective Date: The effective date of the Economic Development Rate Agreement shall commence within 12 months from the date of the City’s approval, or the Agreement becomes null and void. The Agreement becomes effective upon execution by the parties, and the Economic Development Rate commences upon written notice by customer and coincides with the customer’s normal billing cycle.
12. Reapplication: Customers who have received service under the Economic Development Rate are eligible to reapply for the rate as an Expanded Load Customer 12 months after their current Economic Development Rate Agreement has expired, if they meet the criteria therefore.
13. Restrictions: Residential customers and federal, state or local government agencies are not eligible to apply for service under this Schedule.
14. City Manager: The City Manager or his/her designee may offer to customers an Economic Development Rate and term based upon the actual cost to serve the customer. The customer must sign a Moreno Valley Economic Development Rate Agreement, and such Agreement shall be approved by the City Council. All other terms and conditions under this rate schedule shall apply.

SCHEDULE ED-BR - ECONOMIC DEVELOPMENT- BUSINESS RETENTION RATE

Applicability

This Schedule is applicable to the anchor stores at Stoneridge Towne Centre and Moreno Beach Plaza, whose building size is 25,000 square feet or larger and have 30 or more employees.

1. The Customer must demonstrate to the satisfaction of the City that relocation of its entire operation to a site outside of Moreno Valley Utility's service territory is a viable alternative or that the threat of closure of the Customer's existing facilities is otherwise imminent.
2. The Customer must provide:
 - a. An affidavit that "but for" the economic development retention rate incentives, in combination with other city-sponsored incentives, such customer would relocate outside of the City's electric service territory, and
 - b. Substantial evidence demonstrating the business has considered viable locations outside of Moreno Valley's service territory including but not limited to incentive offer letters from competing states, local jurisdictions and economic development organizations and/or real estate sale and lease agreements for competing sites, or
 - c. Substantial evidence documenting the imminent threat of facility closure, including but not limited to letters from business owners or appropriate corporate officers documenting the circumstances which have led to this imminent threat and why the Business Retention Rate is necessary to retain the business within Moreno Valley Utility's service territory.
3. The Customer must agree to maintain a minimum level of load for five years from the date service is first rendered as set forth in the Economic Development Rate Agreement for Business Retention.

Territory

Within the entire territory served by Moreno Valley Utility.

Rates

Except as provided herein, or in the Economic Development Business Retention Rate Agreement, all charges and provisions of the customer's otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer's otherwise applicable rate schedule will be reduced as follows:

- Year 1 20%
- Year 2 20%
- Year 3 20%
- Year 4 0%
- Year 5 0%

Special Conditions

1. Term: Economic Development Rate Agreement for Business Retention entered into under this Schedule shall be for a single five-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the Public Works Director or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement for Business Retention in order for the rates under this Schedule to be applicable. In addition to the terms of this Schedule, the Economic Development Rate Agreement for Business Retention shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the five-year term of the Agreement.
4. Minimum Load: All customers must agree to maintain a minimum level of load for five years from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement for Business Retention.
5. State Mandated Public Purpose Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Charge as established by the City Council.
6. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may

include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or “green power” premiums.

7. Effective Date: The Agreement becomes effective upon execution by the parties, and the Economic Development Business Retention Rate commences with the customer’s normal billing cycle following execution of the Agreement by both parties.
8. Restrictions: Residential customers, small commercial customers, and federal, state or local government agencies are not eligible to apply for service under this Schedule.

SCHEDULE EV PUBLIC – ELECTRIC VEHICLE PUBLIC CHARGING

Applicability

This Schedule is applicable to electric vehicle charging stations owned and maintained by Moreno Valley Utility.

Charging type	Voltage
Level 2	240V
Level 3	480V

Territory

Within the entire territory served by Moreno Valley Utility.

Rates

Level 2 City Owned Charging Station	\$0.21 per kWh
Level 3 City Owned Charging Station	\$0.35 per kWh

Per Ordinance 942, there is a four-hour maximum for parking and charging of electric vehicles in a single charging session. Sessions will be given a 30-minute grace period and thereafter will be charged \$1.00 per hour up to a maximum of \$30.00.

SCHEDULE WTR – WIRELESS TECHNOLOGY RATE

Applicability

This Schedule is applicable to single-phase service for wireless technology industries and utility customers deploying advanced metering infrastructure (AMI) that require electric service to operate wireless communication devices that are mounted on existing utility facilities, or other facilities approved by the utility and are unmetered.

The monthly kilowatt-hour (kWh) usage of each device shall not exceed 2,700 kWh. Effective with the date the customer becomes ineligible for service under this Schedule, the customer’s account shall be transferred to Schedule B - General Service or another applicable rate schedule.

Territory

Within the entire territory served by Moreno Valley Utility.

Rates

Customer Charge - \$/Month:

Single Phase	11.77
Polyphase	\$11.80

Inspection Charge - \$/Device/Inspection \$15.23

Initialization of Service Charge – One-Time Fee

Fixed Energy Charge - \$/Device/Month: \$7.31

Tier	Energy Use	Max Watts/ Connected Load	\$/Device/ Month
1	0-25 kWhs / Month	75	\$4.76
1.5	26-50 kWhs / Month	75	\$9.53
2	51-100 kWhs / Month	149	\$18.37
3	101-150 kWhs / Month	224	\$28.53
4	151-200 kWhs / Month	298	\$38.04
5	201-250 kWhs / Month	373	\$47.57
6	251-300 kWhs / Month	448	\$57.08
7	301-350 kWhs / Month	522	\$66.58
8	351-400 kWhs / Month	597	\$76.08

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9	401-450 kWhs / Month	672	\$85.58
Tier	Energy Use	Max Watts/ Connected Load	\$/Device/ Month
10	451-500 kWhs / Month	746	\$95.11
11	501-900 kWhs / Month	1,343	\$171.20
12	901-1,350 kWhs / Month	2,014	\$256.79
13	1,351-1,800 kWhs / Month	2,686	\$342.38
14	1,801-2,250 kWhs / Month	3,357	\$427.99
15	2,251-2,700 kWhs / Month	4,028	\$513.55

Public Purpose Charge – Per Device per Month

Tiers	Energy Use	\$/Device/ Month
1	0-25 kWhs / Month	\$0.52
1.5	26-50 kWhs / Month	\$1.05
2	51-100 kWhs / Month	\$2.10
3	101-150 kWhs / Month	\$3.15
4	151-200 kWhs / Month	\$4.20
5	201-250 kWhs / Month	\$5.25
6	251-300 kWhs / Month	\$6.29
7	301-350 kWhs / Month	\$7.35
8	351-400 kWhs / Month	\$8.39
9	401-450 kWhs / Month	\$9.45
10	451-500 kWhs / Month	\$10.50
11	501-900 kWhs / Month	\$18.89
12	901-1,350 kWhs / Month	\$28.34
13	1,351-1,800 kWhs / Month	\$37.78
14	1,801-2,250 kWhs / Month	\$47.23
15	2,251-2,700 kWhs / Month	\$56.68

Special Conditions

1. Voltage: Service will be supplied at 120 volts (one fuse per 120-volt leg).
2. Three-Phase Service: Where the utility determines, it is impractical to provide single-phase service under this Schedule three-phase service will be provided.

3. Limited Availability: This Schedule is available only where MVU determines that an applicable agency having jurisdiction has an existing code, ordinance, formal policy statement or requirement that prohibits above ground electrical meter facilities in the public right-of-way.
4. Determination of Monthly usage: The customer must provide the utility information from which the utility can determine the level of kWh usage to be consumed and/or level of service to be provided, such as the manufacturers' equipment specifications, data sheets, etc., and the number of devices to be installed. The utility will place the customer in the appropriate usage tier and charge according to the maximum value of that tier. The utility retains the right to perform on- site inspections to verify the energy consumption of the device(s).
5. Maximum Wattage: The rate tiers must coincide with the maximum wattage ratings listed below. The wattage information shall be provided by the customer in order to assist SCE in determining the appropriate tier.

Tiers	Energy Use	Usage Fuse Size	Maximum Watts / Connected Load Name Plat
1	0-25 kWhs / Month	KTK-3/4	75 watts
1.5	26-50 kWhs / Month	KTK-3/4	75 watts
2	51-100 kWhs / Month	KTK-1	149 watts
3	101-150 kWhs / Month	KTK-1-1/2	224 watts
4	151-200 kWhs / Month	KTK-2	298 watts
5	201-250 kWhs / Month	KTK-2-1/2	373 watts
6	251-300 kWhs / Month	KTK-3	448 watts
7	301-350 kWhs / Month	KTK-3-1/2	522 watts
8	351-400 kWhs / Month	KTK-4	597 watts
9	401-450 kWhs / Month	KTK-5	672 watts
10	451-500 kWhs / Month	KTK-6	746 watts
11	501-900 kWhs / Month	KTK-10	1,343 watts
12	901-1,350 kWhs / Month	KTK-15	2,014 watts
13	1,351-1,800 kWhs / Month	KTK-20	2,686 watts
14	1,801-2,250 kWhs / Month	KTK-25	3,357 watts
15	2,251-2,700 kWhs / Month	KTK-30	4,028 watts

6. Installation: The device(s) shall be installed on utility facilities, or other facilities approved by the utility. Utility customers taking service for AMI-related devices attached to utility-owned facilities may attach only to underground-fed streetlight poles. When the devices are installed on utility facilities, the installation and removal of such device(s) will be performed at the customer's expense. Device installation shall not be performed under this Schedule where location, mounting height, and/or other considerations are not acceptable to the utility. Unless approved by the utility, all wireless communication devices must be visible to the utility.
7. Modification of Facilities: No modifications can be made to the customer-owned wireless communications devices or the AMI-related devices unless approved by MVU. Where the customer requests a modification of MVU-owned facilities, and such modifications are acceptable to MVU, MVU will perform the requested modifications at the customer's expense.
8. Maintenance: Upon installation of the device(s), where the utility experiences, or expects to experience, maintenance costs exceeding its normal maintenance expense resulting from, but not limited to, vandalism, the utility may require the customer to pay the excess maintenance expense.
9. Discontinuance and Restoration of Service: Discontinuance and restoration of service to the customer shall be completed in accordance with Rule 11.
10. Liability of the Utility: The utility shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, there from.
11. Distribution Line Extension: Distribution line extensions shall be installed in accordance with Rule 15.
12. Service Extension: Services shall be installed and maintained as provided in Rule 16.
13. Initialization of Service Charge: A one-time charge, as shown in the RATES section of this schedule, is applied to each service account provided service under this Schedule to recover the costs of a lock and spare fuse which are required with the initialization of service.

SCHEDULE NCR – NET COMPENSATION RATE

Applicability

This Schedule is applicable to any electrical service customer receiving service under a TOU rate, where the customer either owns and operates a generation device in parallel with MVU’s electrical grid or is a Benefiting Account associated with a generation device installed as part of a virtual net metering site.

Territory

Within the designated areas served by Moreno Valley Utility.

Rates

Schedule A (grandfathered for customers with active Rule 21 Agreements before 1/1/2023)

Net Compensation Rate - \$.05234

Schedule B (All new Rule 21 Agreements beginning on or after 1/1/2023, or by customer request)

Energy Compensation for Overproduction - \$/kWh:

Summer

On-Peak \$.10417
 Mid-Peak \$.07441
 Off-Peak \$.05761

Winter

Mid-Peak \$.05261
 Off-Peak \$.04932
 Super Off-Peak \$.02588

Time Periods –

TOU Period	Summer		Winter	
	Weekdays	Weekends & Holidays	Weekdays	Weekend and Holidays
On-Peak	4pm – 9pm	N/A	N/A	N/A
Mid-Peak	N/A	4pm – 9pm	4pm – 9pm	4pm – 9pm
Off-Peak	All other hours	All other hours	9pm – 8am	9pm – 8am
Super Off-Peak	N/A	N/A	8am – 4pm	8am – 4pm

SCHEDULE VNEM – VIRTUAL NET ENERGY METERING

Applicability

This Schedule is applicable to Qualified Customers served on time-of-use (TOU) rates whose Service Account(s) are located within a multi-tenant and multi-meter Property upon which an Eligible Facility has been installed pursuant to the additional terms and conditions contained herein and any other applicable law; and for which the Owner or Operator of the Property contracts with MVU to have all eligible energy produced by the Eligible Generator or Energy Storage Device exported to MVU's system for the sole purpose of offsetting the costs to designated Benefitting Accounts within the same Property as the Eligible Generator or Energy Storage Device.

Territory

Within the designated areas served by Moreno Valley Utility.

Rates

All terms and conditions of the Qualified Customer's TOU Tariff apply. Allocated TOU Credits, as further defined in Special Conditions, Section 4 below, are determined by multiplying the kilowatt-hours (kWh) that the Eligible Generator(s) or Energy Storage Device(s) deliver within each TOU block by the percentages calculated by the portion of NEC load required by each meter vs the unadjusted NEC load of the entire site.

1. Mandatory TOU Rates.

- a. Qualified Customers must receive service on a TOU rate schedule, with no exceptions.
- b. The default TOU rate for Residential Qualified Customers is Schedule A – Rate B.

2. Non-by-passable Charges (NBCs)

For the purpose of this Schedule, NBCs apply to the Public Purpose Programs charges. As determined in each billing period, a Qualified Customer is responsible for NBCs, assessed on a \$-per-kWh basis using the NBC factors contained in the Qualified Customer's applicable Tariff, for each kWh of electricity that is consumed / imported from the grid in each metered interval. Allocated Credits cannot be used to offset or net the kWh on which a Qualified Customer's NBCs are based.

3. Monthly Energy (kWh) Charges and Credits.

As determined in each billing period and within each TOU block, when a Qualified Customer is a net consumer of energy for the TOU block, E_s is greater than E_c , where E_s is energy supplied from the grid and E_c is the Allocated Credit, the resulting net consumed energy within the TOU block will be used in the calculation of all applicable energy charges, with the exception of the NBCs as outlined above, calculated by (1) multiplying the Qualified Customer's net consumed kWh by the applicable energy rate components of applicable Tariff, in each TOU period.

As determined in each billing period and within each TOU block, when a Qualified Customer is a net producer of energy for the TOU block, E_c is greater than E_s , the resulting net produced energy will be used in the calculation of TOU based energy credits in accordance with the Net Compensation Rate Tariff.

See below for a table representing a Qualifying customers Energy Charges or Credits

If E_s is greater than E_c in a TOU block:

On Peak*	Off Peak*	Super Off-Peak*
$(E_s - E_c) = \text{Ensop}$	$(E_s - E_c) = \text{Ensof}$	$(E_s - E_c) = \text{Enssof}$
$\text{Ensop} * [\text{Customer's applicable On-Peak Rate}] = \text{Ensop Cost}$	$\text{Ensof} * [\text{Customer's applicable On-Peak Rate}] = \text{Ensof Cost}$	$\text{Enssof} * [\text{Customer's applicable On-Peak Rate}] = \text{Enssof Cost}$
$\text{Encop Value} = 0$	$\text{Encof Value} = 0$	$\text{Encsof Value} = 0$

If E_c is greater than E_s in a TOU block:

On Peak*	Off Peak*	Super Off-Peak*
$(E_c - E_s) = \text{Encop}$	$(E_c - E_s) = \text{Encof}$	$(E_c - E_s) = \text{Encsof}$
$\text{Ensop} * [\text{Net Compensation Tariff On-Peak Rate}] = \text{Encop Value}$	$\text{Ensof} * [\text{Net Compensation Tariff Off-Peak Rate}] = \text{Encof Value}$	$\text{Enssof} * [\text{Net Compensation Tariff Super-Off-Peak Rate}] = \text{Encsof Value}$
$\text{Ensop Cost} = 0$	$\text{Ensof Cost} = 0$	$\text{Enssof Cost} = 0$

* See Qualified Customer's Applicable Rate Schedule for Time Periods associated with

$$\text{Total Energy Charges} = \text{Ensop Cost} + \text{Encop Value} + \text{Ensof Cost} + \text{Encof Value} + \text{Enssof Cost} + \text{Encsof Value}$$

NBCs are calculated solely on the basis of E_s .

4. Account Set-Up and Administrative Charges. Qualified Customers are subject to the following additional charges:
 - a. A one-time set-up charge of 500\$ per newly established Source Account and 25\$ per newly established Benefiting Account.
 - b. Disconnect / Reconnect – If a Qualified Customer requests to disconnect

from an applicable NEM system, the service address shall retain the Allocation Percentage established during system construction. This allocation percentage shall be available to a new Qualified Customer that establishes service with MVU at this service address

Special Conditions

1. Definitions: Except as otherwise defined in MVU's Electric Rule 1, capitalized terms utilized in the context of this Schedule are defined below and applicable to Qualified Customers receiving service under this Schedule.
 - a. Qualified Customer –
 - i. The Owner or Operator of the multi-tenant, multi-meter Property with one or more separately metered Benefitting Accounts
 - ii. An entity authorized by the Owner to install and/or operate the Eligible Generator or Eligible Energy Storage Device and who will be MVU's customer of record on the Generating Account
 - iii. A tenant / occupant of the Property with a separately metered TOU account that is located on the same Property as the Eligible Generator or Eligible Energy Storage Device and is designated as a Benefitting Account on the site construction plans submitted to the City.
 - b. Owner – An Owner is the Qualified Customer who has legal right to claim ownership of the Property on which one or more Eligible Generator(s) or Eligible Energy Storage Device(s) have been installed.
 - c. Operator – An Operator is a Qualified Customer who operates a business by leasing or renting the Property from an Owner and who has an Eligible Generator or Eligible Energy Storage Device on the Property.
 - d. Generating Account – The TOU account to which an Eligible Generator is interconnected with MVU through a single meter for which the Owner or Operator is an MVU customer.
 - i. No loads shall be attached to the Generating Account.
 - e. Benefitting Account – Each Qualified Customer TOU Service Account that is established when site construction plans are submitted to the City. Each Qualified Customer Account will be assigned an Allocation Credit such that the sum of all Benefitting Account Allocation Credits are equal to the Allocation Credits available from the Generating Account.
 - i. A Benefitting Account receives Allocation Credits based on the percentage of NEC load to the Benefitting Account which is

- associated to the Generating Account compared to the sum of all NEC loads associated to the Generating Account based on electrical construction plans submitted to the city.
- ii. A Benefiting Account may incur costs from the generating account for any TOU block where the system is not generating energy.
 - iii. A Benefitting Account will split the fixed costs of a Generating Account based on the same ratio established in (i)
- f. Property – All of the real property and apparatus employed in a single multi-tenant or multi-meter facility on contiguous parcels of land. These parcels may be divided by a dedicated street, highway or public thoroughfare or railway, so long as they are otherwise contiguous, and all under the same ownership.
- g. Eligible Generator(s)
- i. A Renewable Electrical Generating Facility that is: (A) located on the Owner or Operator’s Property; (B) interconnected and operates in parallel with the electrical grid and (C) intended primarily to offset part or all of the combined electrical requirements of all designated Benefitting Accounts.
 - ii. To be eligible for service under this Schedule, Eligible Generator(s) must meet all applicable safety and performance standards established by the National Electric Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories, MVU’s Electric Rule 21, any applicable rules regarding safety and reliability, and applicable building codes. All Eligible Generators must have a warranty period of at least 10 years for all equipment and the associated installation from the system provider. Additionally, for Qualified Customers installing solar Generating Facilities, all major solar system components (including PV panels and other generating equipment, inverters and meters) must be on the verified equipment list maintained by the CEC. For Eligible Generators, any other equipment, as determined by MVU, must be verified as having safety certification from a Nationally Recognized Testing Laboratory (NRTL).
 - iii. Sizing – Qualified Customers’ Eligible Generator(s) must meet the sizing requirements outlined below in order to be eligible for service under this Schedule.
 - 1. Sized to Load Requirement – the total energy (in kWh) estimated to be recorded by the generation output meter(s) on the Eligible Generator(s) and allocated to the Benefitting Accounts must be sized no more than 20% larger than California Building Energy Efficiency Standards (Title 24) minimum prescriptive requirements. The Generating

- Account shall submit evidence of this compliance with their application.
2. Capacity – The peak capacity of an Eligible Generator on a Generating Account is limited to the cumulative peak loads of all designated Benefitting Accounts. No Generator other than the Eligible Generator can be connected behind the single generation output meter.
- h. Relevant Period – A one month period commencing on the start of the next regular billing period following the Date of Parallel Operation of the Owner or Operator’s Eligible Generator(s) to MVU’s electric system, for purposes of participating in the VNEM tariff and monthly thereafter.
- i. If an Owner or Operator terminates service under this Schedule for the Property prior to the end of any Relevant Period, the Relevant Period for all associated Benefitting Accounts will end on the effective date of the service termination.
 - ii. If a change of Owner or Operator occurs for the Property prior to the end of any Relevant Period, the Relevant Period for the Owner’s or Operator’s associated Benefitting Accounts will end. The new Owner’s or Operator’s associated Benefitting Accounts will automatically be placed on this Schedule and a Relevant Period will begin for that new Owner or Operator on the start of the next regular billing period following the date the new Owner or Operator takes service under this Schedule, and every month thereafter.
- i. Eligible Energy Storage Device(s)
- i. A Energy Storage Device that is : (A) located on the Owner or Operator’s Property; (B) interconnected and operates in parallel with the electrical grid and (C) intended primarily to be charged during times where energy is readily available and discharged during times when energy is scarce and pass the savings through Allocation Credits to Benefitting Accounts.
 - ii. To be eligible for service under this Schedule, Eligible Energy Storage Devices(s) must meet all applicable safety and performance standards established by the National Electric Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories, MVU’s Electric Rule 21, any applicable rules regarding safety and reliability, and applicable building codes. All Eligible Energy Storage Device(s) must have a warranty period of at least 10 years for all equipment and the associated installation from the system provider. For Eligible Energy Storage Device(s), any other equipment, as determined by MVU, must be verified as having

safety certification from a Nationally Recognized Testing Laboratory (NRTL).

iii. Sizing – Qualified Customers’ Eligible Energy Storage Device(s) must meet the sizing requirements outlined below in order to be eligible for service under this Schedule.

1. Sized to Load Requirement – the cumulative total energy (in kWh) estimated to be discharged by the storage device at the output meter(s) on the Eligible Energy Storage Device(s) and allocated to the Benefitting Accounts must be sized no more than 1.5 Watts / Conditioned Residential Floor Area. The Generating Account shall submit evidence of this compliance with their application.

iv. Capacity – The peak capacity of an Eligible Energy Storage Device(s) on a Generating Account is limited to the cumulative peak loads of all designated Benefitting Accounts.

j. Date of Parallel Operation – The date that MVU provides the Owner or Operator with MVU’s written approval (e.g. the Permission to Operate (PTO) notice) to commence parallel operation of the Eligible Generator(s).

2. Required Application and Contracts for Interconnection

a. To commence any Eligible Facility interconnection process, Owners or Operators that are a Qualified Customer must submit completed interconnection application materials and agree to any applicable terms, conditions, and other contract materials prior to interconnecting the Eligible Facility.

b. Owners or Operators seeking to interconnect their Eligible Facility for the purpose of receiving service under this Schedule are subject to the interconnection requirements and interconnection cost responsibility provisions as established in MVU’s Electric Rule 21. These costs may include interconnection application fees, study costs and / or costs for upgrading the Distribution and/or Transmission Systems, depending on the size of the Eligible Generator(s). Owners or Operators are also responsible for the costs of any applicable Interconnection Facilities, as defined in MVU’s Electric Rule 21, and applicable re-wiring, trenching, conduit and other facility costs as needed.

c. Qualified Customer shall deliver energy from the Eligible Facility to MVU at MVU’s meter.

d. Qualified Customer, and not MVU, shall be solely responsible for all legal and financial obligations arising from the construction, installation, design, operation, and maintenance of the Eligible Facility in accordance with all applicable laws and regulations.

- e. Qualified Customer, at Qualified Customer's sole expense, shall obtain and possess all permits and authorizations in accordance with all applicable laws and regulations for the construction, installation, design operation and maintenance of the Eligible Facility.
- f. MVU shall furnish and install one or more standard watt-hour meters to read energy generated by Qualified Customer's Eligible Facility. Qualified Customer shall provide and install a meter socket and connections in accordance with MVU's metering standards. If the Qualified Customer desires more detailed metering equipment, all associated costs will be incurred by the Owners or Operators.
- g. MVU shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Eligible Facility. For interconnections involving battery storage, Qualified Customer shall be responsible for all inspection and commissioning fees. Qualified Customer shall notify MVU at least five (5) days prior to such inspection.
- h. Qualified Customer shall not connect the Eligible Facility, or any portion of it, to MVU's distribution system, until written approval of Eligible Facility has been given to Qualified Customer by MVU. Such approval shall not be unreasonably withheld.
- i. Qualified Customer may reconnect its Eligible Facility to the MVU system following normal operational outages and interruptions without notifying MVU unless MVU has disconnected service, or MVU notifies Qualified Customer that a reasonable possibility exists that reconnection would pose a safety hazard.
- j. If MVU has disconnected service to the Eligible Facility, or MVU has notified Qualified Customer that a reasonable possibility exists that reconnection would pose a safety hazard, Qualified Customer may call MVU's Customer Service Center to request authorization to reconnect the Eligible Facility.
- k. Qualified Customer shall: (a) maintain the Eligible Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations, and (b) to the extent that future requirements may require, obtain any governmental authorizations or permits required for the operation of the Eligible Facility. Qualified Customer shall reimburse MVU for any and all losses, damages, claims, penalties, or liability MVU incurs as a result of failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Owners or Operator's Eligible Facility.

- I. MVU may enter Qualified Customer's premises without prior notice (a) to inspect, at all reasonable hours, Qualified Customer's protective devices and read or test any meter for the Eligible Facility and (b) to disconnect, at any time, without notice, the Eligible Facility if, in MVU's sole opinion, a hazardous condition exists and that immediate action is necessary to protect persons, or MVU's facilities, or property of others from damage or interference caused by (1) Qualified Customer's Eligible Facility, or (2) Qualified Customer's failure to comply with the requirements of this Rule.
3. Metering Requirements – Metering requirements for Qualified Customers served under this Schedule are as follows:
 - a. The Owner or Operator will be responsible for and will pay for all costs associated with installing, on each Eligible Facility, a net generation output meter (NGOM) capable of recording generator output in 15-minute intervals and the flow of energy in two directions at the point of common coupling where each Eligible Generator transfers energy to MVU's grid. The cost of the NGOM(s) is a one-time, upfront charge that includes material, labor, maintenance and replacement, and may vary from project to project depending on the type of NGOM required to interconnect a particular project. No additional load other than incremental load related to the inverters and support of the Eligible Generator(s) may be registered at the meter. MVU must approve the location of the NGOM equipment, which should be normally grouped with the service and metering for one or more Benefitting Accounts.
 - b. Each Benefitting Account must have a standard MVU TOU billing meter that is capable of Interval Metering
4. Billing Process
 - a. Gross Credit – The total metered kWh output of all Eligible Facilities, delivered to MVU's grid, as metered at the point of common coupling, described in Condition 3.a above, during the billing period and TOU block of the Generating Account.
 - b. Gross Debit - The total metered kWh consumption of all Eligible Generators, delivered to MVU's grid, as metered at the point of common coupling, described in Condition 3.a above, during the billing period and TOU block of the Generating Account and the fixed costs associated with the Generating Account.
 - c. Allocated Credit –
 - i. The percentage of Gross Credit that will be allocated to the individual Benefitting Account(s) is determined by calculating the

percentage of NEC load for each Benefitting Account vs the sum of all NEC loads of all Benefitting Accounts included in the electrical plans submitted for building and safety review prior to site construction. This percentage can be updated by specific request by the Owner or Operator when the site undergoes construction permitted by the City which impacts the NEC loads.

- ii. The individual allocation of the kWh to each Benefitting Account is calculated by multiplying the Gross Credit by the designated percentage allocation for each individual Benefitting Account during each applicable TOU block.
- d. Allocated Debit -
- i. The percentage of Gross Debit that will be allocated to the individual Benefitting Account(s) is determined by calculating the percentage of NEC load for each Benefitting Account vs the sum of all NEC loads of all Benefitting Accounts included in the electrical plans submitted for building and safety review prior to site construction. This percentage is updated when the percentage affecting Allocation Credit is updated.
 - ii. The individual allocation of the kWh and fixed costs to each Benefitting Account is calculated by multiplying the Gross Debit by the designated percentage allocation for each individual Benefitting Account during each applicable TOU block.
- e. Qualified Customer's Bill – MVU will provide each Qualified Customer with its net energy information with each regular bill. That information will include the monetary balance of energy charges and credits for the current Relevant Period. Qualified Customers are responsible for all charges of their TOU tariff. Each month, Allocated Credits, in kWh are subtracted from the Benefitting Account's metered usage in kWh during each TOU block. Allocated Debits, in kWh are added to the Benefitting Account's metered usage in kWh during each TOU block. Allocated Debits for fixed charges of the associated Generating Account are added to the fixed charges of the Benefitting Accounts. The bill may therefore reflect either a charge or a credit for energy (kWh).
- f. Bill Payment – Qualified Customers are required to pay their bill on a monthly basis. Bill payments made by the Qualified Customer within the Relevant Period will continue to be applied to the Qualified Customer's account. Excess energy credits are converted to dollars in accordance with the Net Compensation Tariff and carried forward to the following billing period. For Benefitting Accounts with a net negative bill, MVU will issue checks annually in November for the net negative balance.

5. Interruption or Reduction of Deliveries

- a. MVU shall not be obligated to accept, and MVU may require Qualified Customer to interrupt or reduce, deliveries of energy to MVU: (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of MVU's equipment or part of the MVU system; or (b) if MVU determines that curtailment, interruption, or reduction of receipt of energy from the Eligible Facility is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.
- b. Notwithstanding any other provision, if at any time MVU, in its sole discretion, determines that either (a) the Eligible Facility may endanger MVU personnel or members of the general public, or (b) the continued operation of the Eligible Facility may impair the integrity of MVU's electric distribution system, MVU shall have the right to disconnect the Eligible Facility from MVU's electric distribution system. Qualified Customer's Eligible Facility shall remain disconnected until such time as MVU is satisfied that the condition(s) referenced in (a) or (b) of this paragraph have been corrected, and MVU shall not be obligated to compensate Qualified Customer for any loss of use of generation or energy during any and all periods of such disconnection.

6. Indemnity and Liability by Qualified Customer

- a. Qualified Customer shall indemnify and hold MVU, its directors, officers, agents and employees harmless against all loss, damages expense and liability to third persons for injury to or death of persons or injury to property caused by the Qualified Customer's engineering design, construction, installation, ownership, maintenance or operations of the Eligible Facility by reason of omission or negligence, whether active or passive. Qualified Customer shall, on MVU's request, defend any suit asserting a claim covered by this indemnity. Qualified Customer shall pay all costs that may be incurred by MVU in enforcing this indemnity.
- b. Neither MVU, its officers, agents nor employees shall be liable for any claims, demands, costs, losses, causes of action, or any other construction, ownership, maintenance or operation of, or making of replacements, additions or betterment to, Qualified Customer's Eligible Facility except to the extent actually caused by the sole and gross negligence of the MVU.
- c. Neither MVU, its officers, agents nor employees shall be liable for damages of any kind to the Eligible Facility caused by any electrical disturbance of the MVU system or on the system of another, whether or not the electrical disturbance results from the negligence of MVU.
- d. MVU shall have the right to require that Customer acquire and maintain

insurance sufficient to cover any potential loss, damages, expense, and liability arising from use or interconnection of the Facility.

7. Release of Information – The Owner or Operator agrees that MVU may from time to time release to the CEC and/or any other applicable regulatory bodies information regarding the Owner / Operator’s name, each Eligible Generator’s location, their capacity and operating characteristics.
8. Period of Eligibility – Unless otherwise specified, the provisions of this tariff shall remain in effect for 20 years from the date Qualified Customers receive service under this tariff. The transfer of an existing Eligible Facility to a new location is considered a new installation and subject to a new interconnection process under this tariff. Modifications or repairs to the Eligible Facility that increase the Eligible Facility’s generating capacity or electric output by 10% or more will result in a loss of eligibility. This tariff or Qualified Customer eligibility may be discontinued or modified if required by applicable law, regulation utility practices, or MVU’s electric system standards. Unless otherwise specified, Qualified Customers will be required to comply with the terms of the most recent applicable tariff while receiving service under this tariff.

City of Moreno Valley
Electric Service Rules, Fees and Charges

Attachment: MVU Rules Fees Charges final 11152022 (5981 : APPROVE ADDITIONAL FUNDING FOR ENERGY ASSISTANCE AND ENERGY

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ELECTRIC RULE 1—ADOPTION OF ELECTRIC RULES AND DEFINITIONS

These Electric Rules established by the City of Moreno Valley (“City”) and approved by the City Council are effective throughout the service area of the City of Moreno Valley’s Electric Utility.

All rules are subject to change. Copies of the rules currently in effect will be kept in the offices of the Electric Utility Division, Department of Public Works. Customers or others contemplating any expenditures or activities governed by these rules should assure themselves that they have the current version by contacting the Electric Utility Division. A copy of the current rates is also available on the City’s website – www.moval.org.

For the purpose of these rules, the following terms shall have the following meanings:

Applicant: A person, persons, firm, association, governmental agency, corporation or other entity that submits a request for electric service from the Utility and who will be responsible for all related charges.

Billing Demand: The load or demand used for computing charges under rate schedules based on the size of the Customer's load or demand. It may be connected load, the measured maximum demand, or a modification of either as provided for by the applicable rate schedule.

Billing Period: The time interval between two consecutive meter readings that are taken for billing purposes.

California Independent System Operator (CAISO): The California Independent System Operator Corporation, a nonprofit corporation that controls the transmission facilities of all participating transmission owners and dispatches certain generating units and loads. The CAISO is responsible for operation and control of the statewide transmission grid.

City Council: The City Council of the City of Moreno Valley, designated as the governing body of the Utility.

Commission: The Public Utilities Commission of the State of California, sometimes referred to as the Public Utilities Commission or the CPUC.

Connected Load: The sum of the nameplate-rated capacities of all of the Customer's equipment that can be connected to the Utility's lines at any one time as more completely described in the rate schedules.

Customer: The person, persons, firm, association, governmental agency, corporation or other concern that use, are entitled to use, or benefit from the use of electricity from the Utility.

Customer’s Mailing Address(es): The physical and/or electronic mailing address specified in a customer’s application or contract, or any other address subsequently given to the Utility by the customer, to which any bill, notice or other communication is to be mailed.

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Customer Services: The Utility's staff assigned to handle customer requests and establish new service.

Date of Presentation: The date upon which a bill or notice is mailed or delivered by the Utility to the Customer.

Distribution Line Extension: New distribution facilities of the Utility that are a continuation of, or branch from, the nearest available existing permanent Distribution Line (including any facility rearrangements and relocations necessary to accommodate the Distribution Line Extension) to the point of connection of the last service. SCE's Distribution Line Extension includes transmission underbuilds and converting an existing single-phase line to three-phase in order to furnish three-phase service to an Applicant, but excludes service transformers, meters and services.

Distribution Lines: Overhead pole lines and underground facilities consisting of conduit, wire and cable that are operated at distribution voltages, and which are designed to supply two (2) or more services.

Distribution System: Those distribution facilities owned, controlled, and operated by the Utility that are used to provide distribution service under the rules.

Electric Rules: Sheets which set forth the application of all rates, charges, and service when such applicability is not set forth in and as part of the rate schedules

Electric Vehicle: An electric vehicle is any vehicle that utilizes electricity from external sources of electrical power, including the grid, for all or part of vehicles, vessels, trains, boats, or other equipment (e.g. aircraft, forklifts, port equipment) that are mobile sources of air pollution and greenhouse gasses. Types of electric vehicles include, but are not limited to, plug-in hybrid electric vehicles (PHEV), battery electric vehicles (BEV), electric golf carts, or neighborhood electric vehicles (NEV), transit buses, short-haul fleets and ground equipment supporting goods movement.

Electronic Record: A record created, generated, sent, communicated received, or stored by electronic means.

Electronic Signature: An electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.

Electronic Transfer: Paperless exchange of data and/or funds, usually involving computer and telecommunication technology.

Energy Diversion: Electricity being received by a Customer without registering through the meter due to either tampering with the meter or bypassing the meter.

HP: Horsepower.

kVAR: Kilovar

kVARh: Kilovar-hour

kW: Kilowatt.

kWh: Kilowatt-hour.

Mailed: Any notice or other communication will be considered “mailed” when sent by electronic means or when it is enclosed in a sealed envelope, properly addressed, and deposited in any United States Post Office box, postage prepaid.

Maximum Demand: The average kilowatts during the specified interval when the customer’s use is greatest in the billing period as indicated or recorded by the meter.

Meter: The instrument used for measuring the electricity delivered to the customer.

Metering Facilities: The necessary meter, instrument transformers, test facilities, data communication equipment, and other associated metering equipment.

Nominal Voltage: The nominal voltage of a circuit is the approximate voltage between conductors in a circuit or system of a given class, assigned for the purpose of convenient designation. For any specific nominal voltage, the operating voltage actually existing at different points and times on the system will vary.

On-Site Facilities: On-site facilities include the facilities located on the Premises as well as those in adjacent rights-of-way, easements and a proportionate share of any facilities on adjacent property used to provide service to the Premises.

Paid or Payment: Funds received by the Utility through postal service, the Utility payment office, or deposited in a Utility account by Electronic Transfer.

Person: Any individual, partnership, corporation, public agency or other organization operating as a single entity.

Point of Delivery: The point where conductors of the Utility are connected to the conductors of the customer, regardless of the location of the Utility’s meters or transformers. The Utility conductors may be owned, leased, or under license by the Utility, and conductors of the customer may be owned, leased or under license by the customer.

Premises: All real property, buildings, and appurtenances upon an integral parcel of land undivided by a street, highway or other public thoroughfare.

Rate Schedule: May be one or more rate sheets setting forth the charges and conditions for a particular class or type of service in a given area or location. A rate schedule, as referred to herein, shall include all the wording on the applicable rate sheet or sheets, such as, but not limited to the

following: Class of Service, Character or Applicability, Territory, Rates, Conditions, and reference to Rules.

Service Wires or Connection: The group of conductors connecting the service entrance conductors of the Customer to the Utility's supply line, regardless of the location of the Utility's meters or transformers.

Service Extension: The overhead and underground primary or secondary facilities (including, but not limited to the Utility-owned service facilities and Applicant-owned service facilities) extending from the point of connection at the Distribution Line to the Point of Delivery.

Utility: The City of Moreno Valley Electric Utility.

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ELECTRIC RULE 2—DESCRIPTION OF SERVICE

A. GENERAL

1. The type of service available at any particular location should be determined by inquiry at the Utility's local office.
2. Alternating-current service will be regularly supplied at a frequency of approximately 60 Hertz (cycles per second).
3. In areas where a certain standard secondary voltage is presently being served to one or more Customers, an Applicant applying for new service in such areas may be required by the Utility to receive the same standard voltage supplied to existing Customers.
4. All electric service described in this rule is subject to the conditions in the applicable Rate Schedule and other pertinent rules.
5. It is the responsibility of the Applicant to ascertain and comply with the requirements of all governmental authorities having jurisdiction.
6. Service to a premise is normally established at one delivery point, through one meter, and at one voltage class. Other arrangements for service at multiple service delivery points, or for services at more than one voltage class, are permitted only where feasible and with the approval of the Utility. For purposes of this rule, distribution service voltage classes, delta or wye connected, are described as:
 - a. 12,000 volt nominal, three phase (3Ø) and lower
 - b. 6,930 volt nominal, single-phase, (1Ø) and lower
- 7.

B. SERVICE DELIVERY VOLTAGES

1. Following are the standard service voltages normally available, although not all of them are or can be made available at each Point of Delivery:

Distribution Voltages		
Single-phase Secondary	Three-phase Secondary	Three-phase Primary
120/240, 3-wire	240/120, 4-wire	12,000, 3-wire
120/208, 3-wire*	480/277, 4-wire	2400, 3 wire*
	208Y/120, 4-wire	4,160, 3-wire*
		4,160Y/2,400, 4-wire*
		12,000Y/6,930, 4-wire*

***Limited Availability.**

- 2. All voltages referred to in this rule and appearing in some rate schedules are nominal service voltages at the Point of Delivery. The Utility’s facilities are designed and operated to provide sustained service voltage at the Point of Delivery, but the voltage at a particular Point of Delivery, at a particular time, will vary within fully satisfactory operating range limits established in Section C.
- 3. The Point of Delivery and point of metering will normally be at the same voltage and within close proximity to each other. When the Utility determines it is not feasible for the Point of Delivery and point of metering to be at the same voltage and within close proximity to each other, the demand and energy meter readings used in determining the charges will be adjusted to correct for transformation and line losses.

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C. VOLTAGE AND FREQUENCY CONTROL

1. CUSTOMER SERVICE VOLTAGES

- a. Under all normal load conditions, the Utility's distribution circuits will be operated so as to maintain secondary service voltage levels to Customers within the service voltage ranges specified below:

Nominal Two-Wire and Multi-Wire Service Voltage	Minimum Voltage to All Services	Maximum Service Voltage on All Services
120	114	126
208	197	218
240	228	252
277	263	291
480	456	504

The Utility's distribution voltage will be regulated to the extent practicable to maintain service voltage on distribution circuits within the minimum and maximum voltages specified above.

- b. Exceptions to Voltage Limits. Voltage may be outside the limits specified when the variations:
- 1) Arise from the temporary action of the elements.
 - 2) Are infrequent momentary fluctuations of a short duration
 - 3) Arise from service interruptions.
 - 4) Arise from temporary separation of parts of the system from the main system.
 - 5) Are from causes beyond the control of the Utility, and which may be sustained duration.
- c. Where the operation of the Applicant's equipment requires unusually stable voltage regulation or other stringent voltage control beyond that supplied by the Utility in the normal operation of its system, the Applicant, at his own expense, is responsible for installing, owning, operating, and maintaining any special or auxiliary equipment on the load side of the service delivery point as deemed necessary by the Applicant.
- d. The Applicant shall be responsible for designing and operating his service facilities between the Point of Delivery and the utilization equipment to maintain proper utilization voltage at the line terminals of the utilization equipment.

2. CUSTOMER UTILIZATION VOLTAGES

- a. All Customer-owned utilization equipment must be designed and rated in accordance with the following utilization voltages specified by the American National Standard Institute C84.1 if Customer equipment is to give fully satisfactory performance:

Nominal Utilization Voltage	Minimum Utilization Voltage	Maximum Utilization Voltage
120	110	125
208	191	216
240	220	250
277	254	289
480	440	500

Minimum utilization voltages from ANSI C84.1 are shown for Customer information only as the Utility has no control over voltage drop in Customer’s wiring.

D. GENERAL LOAD LIMITATIONS**1. SINGLE-PHASE SERVICE**

Single-phase service normally will be three-wire, 120/240 volts where the size of any single motor does not exceed 7.5 horsepower (10 horsepower at the option of the Utility). For any single-phase service, the maximum demand as determined by the Utility is limited to the capability of a 100-kVA transformer and 400 amp main disconnect unless otherwise approved by the Utility. If the load requires a transformer installation in excess of 100 kVA, the standard service will be three-phase.

2. THREE-PHASE SERVICE (LESS THAN 600 VOLTS)

- a. Secondary service from underground primary distribution systems (where the Utility maintains existing 3-phase primary circuits):

Nominal Voltage	Minimum Load	Maximum Demand
208Y/120, 4-wire	Demand load justifies a 75 kVA transformer	1,500 kVA
480Y/277, 4-wire	Demand load justifies a 75 kVA transformer	3,000 kVA

- b. Where three-phase service is supplied, the Utility reserves the right to use single-phase transformers connected open-delta or closed-delta, or three-phase transformers.
- c. Three-phase service will be supplied on request for installations aggregating less than the minimums listed above where existing transformer capacity is available and approved by the Utility.
- d. Three-phase metering for one service voltage supplied to installations on one premise at one delivery location normally is limited to a maximum of a 4,000 ampere service rating. Metering for larger installations, or installations having two (2) or more service switches with a combined rating in excess of 4,000 amperes, or service for loads in excess of the maximum demand load permitted, may be installed provided approval of the Utility has been first obtained as to the number, size, and location of switches, circuits, transformers and related facilities. Service supplied to such approved installations in excess of one 4,000 ampere switch or breaker at one service delivery point may be totalized for billing purposes.

3. THREE-PHASE SERVICE (OVER 600 VOLTS)

- a. The following are three-phase voltages that may be transformed from higher existing primary distribution voltages and provided only as isolated services for a single Applicant where the Applicant’s demand load justifies, as determined by the Utility, the installation of the minimum size transformer bank used by the Utility:

Nominal Voltage	Minimum Size Bank Installed	Maximum Demand Load Permitted
4,160*	500 kVA	5,000 kVA
12,000	500 kVA	12,000 kVA

*Limited Availability.

- b. For its operating convenience and necessity, the Utility may elect to supply an Applicant whose demand load is in excess of 2,000 kVA from a substation on the Applicant’s Premises supplied from a transmission source.
- c. City reserves the right to change its distribution or transmission voltage to another standard service voltage when, in its judgment, it is necessary or advisable for economic reasons or for proper service to its Customers. Where a Customer is receiving service at the voltage being changed, the Customer then has the option to:
 - (1) accept service at the new voltage,
 - (2) accept service at the secondary side of an additional stage of transformation to be supplied by the Utility at a location on the Customer’s Premises in accordance with the Utility’s requirements, or
 - (3) contract with the Utility for an additional stage of transformation to be installed as Special Facilities (including any fees as determined by the Utility) under the provisions of Section I, below, whereby the Customer will be considered as accepting service at the primary side of the additional stage of transformation. Metering not relocated to the primary side of the additional stage of transformation will be subject to a transformer loss adjustment as determined by the Utility.

The option to contract with the Utility for an additional stage of transformation (option 3, above) is available only once in conjunction with a change in standard voltage by the Utility.

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4. LOAD BALANCE

The Applicant must balance his demand load as nearly as practicable between the two sides of a three-wire single-phase service and between all phases of a three-phase service. Loads on three-phase service must be balanced between phases in accordance with good engineering practice.

E. PROTECTIVE DEVICES

1. It shall be the Applicant's responsibility to furnish, install, inspect and keep in good and safe condition at his own risk and expense, all appropriate protective devices of any kind or character, which may be required to properly protect the Applicant's facilities. The Utility shall not be responsible for any loss or damage occasioned or caused by the negligence, or wrongful act of the Applicant or of any of its agents, employees or licensees in omitting, installing, maintaining, using, operating or interfering with any such protective devices.
2. It shall be the Applicant's responsibility to select and install such protective devices as may be necessary to coordinate properly with the Utility's protective devices to avoid exposing other Customers to unnecessary service interruptions.
3. It shall be the Applicant's responsibility to equip their three-phase motor installations with appropriate protective devices, or use motors with inherent features, to completely disconnect each such motor from its power supply, in accordance with the National Electrical Code, giving particular consideration to the following:
 - a. Protection in each set of phase conductors to prevent damage due to overheating in the event of overload.
 - b. Protection to prevent automatic restarting of motors or motor driven machinery, which has been, subjected to a service interruption and, because of the nature of the machinery itself or the product it handles, cannot safely resume operation automatically.
 - c. Open-phase protection to prevent damage due to overheating in the event of loss of voltage on one phase.
 - d. Reverse-phase protection where appropriate to prevent uncontrolled reversal of motor rotation in the event of accidental phase reversal. (Appropriate installations would include, but are not limited to, motors driving elevators, hoists, tramways, cranes, pumps, conveyors, etc.)
4. The available short-circuit currents vary from one location to another, and also depends on available generation, condition of the system loads, and the ultimate design characteristics of the Utility's supply and service facilities. Consult the Utility for the ultimate maximum short-circuit current at each service termination point.

5. Where an Applicant proposes to use a ground-fault sensing protective system which would require special Utility-owned equipment, such a system may be installed only where feasible and with written approval of the Utility.
6. Any non-Utility-owned emergency standby or other generation equipment that can be operated to supply power to facilities that are also designed to be supplied from the Utility's system shall be controlled with suitable protective devices by the Applicant to prevent parallel operation with the Utility's system in a fail-safe manner, such as the use of a double-throw transfer switch to disconnect all conductors, except where there is a written agreement or service contract with the Utility permitting such parallel operation.

F. INTERFERENCE WITH SERVICE

1. GENERAL

The Utility reserves the right to refuse to serve new loads or to discontinue supply to existing loads of a size or character that may be detrimental to the Utility's operations or to the service of its Customers. Any Customer who operates or plans to operate any equipment such as, but not limited to, pumps, welders, saw mill apparatus, furnaces, compressors or other equipment where the use of electricity is intermittent, causes intolerable voltage fluctuations, or otherwise causes intolerable service interference, must reasonably limit such interference or restrict the use of such equipment upon request by the Utility. The Customer is required either to provide and pay for whatever corrective measures are necessary to limit the interference to a level established by the Utility as reasonable, or avoid the use of such equipment, whether or not the equipment has previously caused interference.

2. HARMFUL WAVE FORM

Customer shall not operate equipment that superimposes a current of any frequency or waveform upon the Utility's system, or draws current from the Utility's system at a harmful waveform, which causes interference with the Utility's operations, or the service to other Customers, or inductive interference to communication facilities.

3. CUSTOMER'S RESPONSIBILITY

Any Customer causing service interference to others must diligently pursue and take corrective action after being given notice and a reasonable time to do so by the Utility. If the Customer does not take corrective action in the time set, or continues to operate the equipment causing the interference without restriction or limit, the Utility may, without liability, after giving five (5) days written notice to Customer, either install and activate control devices on its facilities that will temporarily prevent the detrimental operation, or discontinue electric service until a suitable permanent solution is provided by the Customer and it is operational.

4. MOTOR STARTING CURRENT LIMITATIONS

- a. The starting of motors shall be controlled by the Customer as necessary to avoid causing voltage fluctuations that will be detrimental to the operation of the Utility's distribution or transmission system, or to the service of any of the Utility's customers.

Nominal Voltage and Phase	Maximum Rated Motor Size
120V 1Ø	1 HP
208V 1Ø	7.5 HP
240V 1Ø	7.5 HP
208V 3Ø	40 HP
240V 3Ø	40 HP
480V 3Ø	75 HP

For motors rated over 75 HP the customer needs to consult with the Utility.

- b. If the starting current for a single motor installation exceeds the value listed for Class C or better (per National Electrical Code Section 430) and the resulting voltage disturbance causes or is expected to cause detrimental service to others, reduced voltage starters or other suitable means must be employed, at the Customer's expense, to limit the voltage fluctuations to a level equivalent to a Class C motor.
- c. Where service conditions permit, subject to the Utility's approval, motor starters may be deferred in the original installation. The Utility may later order the installation of a suitable starter or other devices when it has been determined that the operation of the Customer's motors interfere with service to others. Also, the Utility may require starting current values lower than those set forth herein where conditions at any point on its system require such reduction to avoid interference with service to other Customers.
- d. Starters may be omitted on the smaller motors of a group installation when their omission will not result in a starting current in excess of the allowable starting current of the largest motor of the group. Where motors start simultaneously, they will be treated as a single unit equal to the sum of their individual starting currents.
- e. The Utility may limit the maximum size and type of any motor that may be operated at any specific location on its system to that which will not be detrimental to the Utility's system operations or to the service of its customers, as determined by the Utility.
- f. For installations of motors where the equipment is started automatically by means of float, pressure, or thermostat devices, such as with pumps or wind machines for frost protection, irrigation pumps or other similar installations, the Utility may require the Customer to install, at his own expense and in accordance with the Utility's operating requirements, suitable preset time-delay devices to stagger the

automatic connection of load to the supply system and to prevent simultaneous start-up for any reason.

G. POWER FACTOR

The Utility may require the customer to provide, at their own expense, equipment to increase the operating power factor of their equipment, as seen at the Point of Delivery, to not less than 90%, lagging or leading.

I. SPECIAL FACILITIES

1. The Utility normally installs only those standard facilities, which it deems are necessary to provide regular service in accordance with the Electric Rules. Where the Applicant requests the Utility to install Special Facilities and the Utility agrees to make such an installation, the additional costs thereof shall be borne by the Applicant, including such continuing ownership costs as may be applicable.
2. Special Facilities are: (a) facilities requested by an Applicant which are in addition to or in substitution for standard facilities which the Utility would normally provide for delivery of service at one point, through one meter, at one voltage class under its Electric Rules, or (b) a pro rata portion of the facilities requested by an Applicant, allocated for the sole use of such Applicant, which would not normally be allocated for such sole use. Unless otherwise provided by the Utility's rate schedules, Special Facilities will be installed, owned and maintained by the Utility as an accommodation to the Applicant only if acceptable for operation by the Utility, and the reliability of service to the Utility's other customers is not impaired and Applicant funds construction and pays incremental costs.
3. Special Facilities will be installed under the terms and conditions of a contract in the form on file with the Utility. Such contract will include, but is not limited to, the following terms and conditions:
 - a. Where new facilities are to be installed for Applicant's use as Special Facilities, the Applicant shall advance to the Utility the estimated additional installed cost of the Special Facilities over the estimated cost of standard facilities. At the Utility's option, the Utility may finance the new facilities.

J. WELDER SERVICE

1. RATING OF WELDERS

Electric welders will be rated for billing purposes as follows:

- a. **MOTOR-GENERATOR ARC WELDERS** - The horsepower rating of the motor driving a motor-generating type arc welder will be taken as the horsepower rating of the welder.

- b. TRANSFORMER ARC WELDERS - Nameplate maximum kVA input (at rated output amperes) will be taken as the rating of transformer type arc welders.
- c. RESISTANCE WELDERS - Resistance welder ratings will be determined by multiplying the welder transformer nameplate rating (at 50 percent duty cycle) by the appropriate factor listed below:

TYPE OF WELDER	TRANSFORMER NAMEPLATE RATING @ 50% Duty Cycle**	FACTOR Utility Owned Distribution Transformer
1. Rocker Arm, Press or Projection Spot	20 kVA or less	0.60
2. Rocker Arm, Press Spot Project Spot Flash or Butt Seam or Portable Gun	Over 20 kVA 21 to 75 kVA, inclusive 100 kVA or over All sizes	0.80
3. Flash or Butt	67 to 100 kVA, inclusive	***
4. Projection Spot Flash or Butt	Over 75 kVA 66 kVA or less	1.20
<p>** The kVA rating of all resistance welders to which these rating procedures are applied must be at or equivalent to 50 percent duty cycle operation. Duty cycle is the percent of the time welding current flows during a given operating cycle. If the operating kVA nameplate rating is for some other operating duty cycle, then the thermally equivalent kVA rating at 50 percent duty cycle must be calculated.</p> <p>*** Each flash or butt welder in this group will be rated at 80 kVA.</p>		

- d. Ratings prescribed by a, b, and c above normally will be determined from nameplate data or from data supplied by the manufacturer. If such data are not available or are believed by either the Utility or Customer to be unreliable, the rating will be determined by test at the expense of the Customer.
- e. If established by seals approved by the Utility, the welder rating may be limited by the sealing of taps, which provide capacity greater than the selected tap, and/or by the interlocking lockout of one or more welders with other welders.
- f. When conversion of units is required for rate application, one welder kVA will be taken as one horsepower for rules stated on a horsepower basis and one welder kVA will be taken as one kilowatt for rates stated on a kilowatt basis.

2. BILLING OF WELDERS

Welders will be billed at the regular rates and conditions of the rules on which they are served, subject to the following provisions:

- a. CONNECTED LOAD TYPE OF SCHEDULE. Welder load will be included as part of the connected load with ratings as determined under Section 1, above,

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based on the maximum load that can be connected at any one time, and no allowance will be made for diversity between welders.

- b. DEMAND METERED TYPE OF SCHEDULE. Where resistance welders are served on these schedules, the computation of diversified resistance welder load shall be made as follows:

Multiply the individual resistance welder ratings, as prescribed in Sections 1.c. to 1.f. inclusive (above) by the following factors, and add to the results thus obtained:

- 1.0 times the rating of the largest welder
- 0.8 times the rating of the next largest welder
- 0.6 times the rating of the next largest welder
- 0.4 times the rating of the next largest welder
- 0.2 times the ratings of all additional welders

If this computed, diversified, resistance welder load is greater than the metered demand, the diversified resistance welder load will be used in lieu of the metered demand for rate computation purposes.

ELECTRIC RULE 3—APPLICATION FOR SERVICE

A. APPLICATIONS

The Utility may require each Customer to sign an application for the service desired, and also to establish credit. Generally, applications for service will be taken over the telephone, but may be taken in person or received by mail.

Application form shall set forth:

1. Legal name of Applicant.
2. Date of application
3. Location of Premises to be served.
4. Date Applicant will be ready for service.
 - a. Service restoration: When the Customer's service has been terminated either because of a determination by the Utility that an unsafe apparatus or condition exists on the Premises, or because the Customer has threatened to create a hazardous condition, service will not be restored until the Utility determines the Customer's electrical wiring or equipment or the use of either, has been made safe. When service is denied or terminated solely under these sections, the Customer may seek remedies before the City Council.
 - b. When the Customer's service has been terminated because of an order of termination issued to the Utility by a governmental agency, service will not be restored until the Utility has received authorization to restore the service from the appropriate governmental agency.
5. Whether electric service was previously supplied to the Premises.
6. Purpose for which service is to be used, with description of appliances.
7. Customer's Mailing Address to which bills are to be mailed or delivered.
8. Whether Applicant is owner, agent, or tenant of Premises.
9. Rate schedule desired where an optional rate is available.
10. Information to establish credit-worthiness of the applicant. (see Rule 6)
11. Information necessary to the design, installation, maintenance, and operation of the Utility's facilities.
12. Such other information as the Utility may reasonably require for service.

The application is merely a request for service, and does not in itself bind the Utility to serve except under reasonable conditions, nor does it bind the Customer to take service for a longer period than the minimum requirements of the rate. The Utility may disconnect or refuse to provide service to the Applicant if the acts of the Applicant or the conditions upon the Premises indicate that false, incomplete, or inaccurate information was provided to the Utility. The Utility shall provide the Applicant the reason for such refusal.

C. INDIVIDUAL LIABILITY FOR JOINT SERVICE

Where two or more persons join in one application or contract for service, they shall be jointly and severally liable thereunder and shall be billed by means of a single periodic bill mailed to the person designated on the application to receive the bill. Whether or not the Utility obtained a joint application, where two (2) or more adults occupy the same Premises, they shall be jointly and severally liable for bills for energy supplied.

D. CHANGE OF CUSTOMER'S APPARATUS OR EQUIPMENT

In the event that the Customer shall make any material change either in the amount or character of the loads, protective equipment, or characteristic apparatus changes (reactive vs. inductive loads) installed upon the Premises to be supplied with electric energy by the Utility, the Customer shall immediately give the Utility written notice of this fact.

E. E-MAIL AS MEANS OF CUSTOMER CONTACT

When a customer provides an e-mail address to the Utility as a means of contact, the Utility may use such e-mail address to communicate with the customer, absent instructions to the contrary.

F. PHONE AS MEANS OF CUSTOMER CONTACT

When a customer provides a phone number to the Utility, the Utility may use such phone number to communicate with the customer, absent instructions to the contrary. The Customer of record is presumed to be an authorized user of such phone number. By providing a mobile number, absent instructions to the contrary, the customer expressly consents to receiving calls or text messages (texts) from the Utility to such mobile number, including an automatic dialing system and/or an artificial voice or prerecorded message, for:

a. Emergency Purposes

This includes without limitation calls or texts providing notice of and status updates on planned and unplanned outages, calls or texts providing 24 or 48 hour notice of credit or non-credit related service disconnections, and other types of calls or texts made necessary in any situation affecting the health and safety of consumers; and

b. Informational Purposes

This includes without limitation calls or texts regarding credit or non-credit related service disconnections outside the 24 or 48 hour emergency window, non-emergency outage related calls or texts, calls or texts providing information on new rates, rate changes or available rate options, service related account matters, or income-qualified programs and services, and surveys for customer opinion research purposes.

c. Opt-out

The Utility will honor requests to opt-out of receiving calls or texts from the Utility at such mobile number, except under certain emergency circumstances (at the Utility's discretion) or as otherwise authorized under the Utility's Electric Rules.

ELECTRIC RULE 4—CONTRACTS

Contracts will not be required as a condition precedent for service except:

1. As may be required by conditions set forth in the regular schedule of rates approved or accepted by the Utility.
2. In the case of electric extensions, temporary service, or service to speculative projects, in which case a contract may be required.
3. Where a person, whether or not a customer, desires to have the Utility modify, rearrange, relocate, or remove any of its facilities, the Utility, if it agrees to make such changes, may require the person at whose request the changes are made, to agree to pay in advance or otherwise, the cost to the Utility of making the changes.

ELECTRIC RULE 5—SPECIAL INFORMATION REQUIRED ON FORMS

A. CONTRACTS

Each contract for electric service will contain the following provisions: “This contract shall at all times be subject to such changes or modification by the City Council as may, from time to time, direct in the exercise of its jurisdiction.”

B. CUSTOMERS’ BILLS

Each bill for electric service will include the following statements: “This bill is now due and payable. Customers who believe their utility bill is in error must first contact Customer Services by telephone, in writing, or in person within 30 days from the bill date and initiate a complaint or request an investigation concerning the bill. Utility services will not be discontinued for nonpayment of a disputed bill pending the outcome of a timely filed investigation. The City may require that an amount equal to an average bill for a comparable period of time be deposited with Moreno Valley Utility pending outcome of the investigation. Failure to make the deposit if requested when due shall constitute abandonment of the complaint or request for investigation. Subsequent utility bills, which are not disputed, must be paid within the time allowed to avoid discontinuance of service in accordance with Rule 9 and Rule 11. If, after contact with the Customer Services, the customer believes the bill is still incorrect, the customer may, within 10 days from the date of determination, contact the Manager of Customer Service by phone or submit a written statement regarding the billing dispute to the Manager of Customer Service, Moreno Valley Utility, 14331 Frederick St., Ste 2, Moreno Valley, CA 92553. The Manager of Customer Service will conduct an investigation of the dispute and send his or her determination in writing to the customer.” See Rule 10.

C. DISCONTINUANCE OF SERVICE NOTICE

Each Discontinuance of Service Notice for nonpayment of bills will include the following information:

1. The name and address of the Customer whose account is delinquent.
2. The amount of the delinquency.
3. The date by which payment (or arrangements for payment) is required, or the date by which the dispute must be documented in order to avoid termination.
4. The procedure by which the Customer may initiate a complaint or request an investigation concerning service or charges as defined herein.
5. The telephone number of a representative of the Utility who can provide additional information or institute arrangements for payment.
6. The telephone number to which inquiries by the Customer may be directed.

ELECTRIC RULE 6—ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

An Applicant for Utility service may be required to establish credit. A Customer whose Utility service has been terminated for nonpayment of an energy bill or whose payments have been past due, as set forth below, may be required to re-establish credit.

A. ESTABLISHMENT OF CREDIT

When, for Applicant's convenience, the Utility provides service to the Applicant before credit is established and the Applicant fails to establish credit in accordance with this rule, service may be terminated after notice is given in accordance with these regulations.

Credit can be established if the Applicant:

- a. is the owner with a substantial equity, of value satisfactory to the Utility, in the Premises to be served; or
- b. makes a deposit to secure payment of bills as prescribed in Electric Rule 7; or
- c. furnishes a qualified guarantor to secure payment of Applicant's Utility bills; or
- d. has been a Customer of the Utility for a similar type of service within the past two years, and during the last twelve consecutive months of that prior service, Customer has had not more than two past due bills as defined in Rules 8 and 11. The periodic bill for such previous service must equal at least 50 percent of the estimated bill amount(s) for the new service, and provided further, that the credit of Applicant is unimpaired in the opinion of the Utility; or
- e. otherwise establishes credit to the satisfaction of the Utility; and
- f. has paid all bills for nonresidential electric service previously supplied to Applicant by the Utility.

B. RE-ESTABLISHMENT OF CREDIT

1. An Applicant who previously has been a Customer of the Utility, and whose electric service has been discontinued by the Utility during the last twelve (12) months of that prior service because of nonpayment of bills, may be required to re-establish credit.
 - a. A Customer who fails to pay bills before they become past due and who further fails to pay such bills within five days after presentation of a discontinuance of service notice for nonpayment of bills, may be required to pay said bills and re-establish credit by depositing the amount established by the Utility in accordance with Electric Rule 7. A deposit may be required regardless of whether or not service has been discontinued for such nonpayment.

ELECTRIC RULE 7—DEPOSITS

A. AMOUNT OF DEPOSIT

1. ESTABLISHMENT OF CREDIT

- a. Residential accounts: The amount of deposit required to establish credit shall be twice the average monthly bill as estimated by the Utility.
- b. Nonresidential accounts: The amount of deposit required to establish credit shall be twice the maximum monthly bill as estimated by the Utility.
- c. Residential and nonresidential accounts: The amount of deposit taken to establish credit shall be subject to adjustment upon request by the Customer or upon review by the Utility.
- d. Residential solar accounts are eligible for a special metering and billing option called Net Energy Metering (NEM). Under this billing option, each NEM customer is billed monthly for their total bill but is not required to pay for the consumed energy until the end of each 12-month period. Therefore, if a deposit is required, the amount of the deposit taken to establish credit shall be the annual total billed amount plus twice the average monthly bill as estimated by the Utility.

2. RE-ESTABLISHMENT OF CREDIT

Should the Customer's payment history with the Utility warrant it, the Utility may require the Customer to re-establish credit by paying a re-establishment deposit. The amount of deposit required to re-establish credit for residential and nonresidential accounts will be twice the maximum monthly bill as determined by City. For residential solar accounts, the amount will be the annual total billed amount plus twice the maximum monthly bill as determined by the Utility.

B. RETURN OF DEPOSIT

1. The Utility may refund a Customer's deposit by draft or by applying the deposit to the Customer's account. If the Customer establishes service at a new location, the Utility may retain the deposit for such new account, subject to the conditions of Sections B.3 and B.4 below.
2. Upon discontinuance of service, the Utility will refund the Customer's deposit or the balance thereof that is in excess of unpaid bills for service furnished by the Utility.
3. When the Customer's credit is otherwise established, the Utility will refund the deposit either upon the Customer's request for return of the deposit or upon review by the Utility.

4. For residential and nonresidential accounts, the Utility will review the Customer's account at the end of the first twelve- (12) months that the deposit is held and each month thereafter. After the Customer has not had more than two past due bills during the twelve (12) months prior to any such review and has not had service temporarily or permanently discontinued for nonpayment of bills during such period, the deposit will be refunded in accordance with this section. For residential solar accounts billed on Net Energy Metering (NEM), if a deposit is required to establish or re-establish credit on the account, the deposit shall be held on the account for the life of the account or until the Utility determines that a deposit is no longer required.
5. Deposits cannot be used to offset past due bills or to avoid or delay discontinuance of service.

C. INTEREST ON DEPOSIT

1. The Utility will pay interest on deposits, except as provided below. Interest shall be $1/12^{\text{th}}$ of the interest on commercial paper - AA nonfinancial (prime, 90-day, monthly average of January) as reported in July by the Federal Reserve or its successor publication and will be accrued for the period that the deposit is held by the Utility. This value will be adjusted once annually in July. (cite - <https://www.federalreserve.gov/releases/cp/rates.htm>)
2. No interest will be paid if service is temporarily or permanently discontinued for nonpayment of bills.
3. No interest will be paid for those months where the bill is paid after the due date (late pay or over date).

ELECTRIC RULE 8—NOTICES

Any notice pursuant to the Utility’s rules may be given to the Customer in writing. Written notice is effective when it is either: (1) presented to the Customer, or (2) mailed to the Customer at the address where the Customer is receiving service, or (3) mailed to the customer at the mailing Customer’s Mailing Address provided by the Customer, or (4) delivered by door hanger at the address where the Customer is receiving service. The Utility may also provide the Customer with verbal notice in person or by telephone. Any notice pursuant to the Utility’s rules from the Customer or the Customer’s authorized agent may be given to the Utility by telephone, in person, or in writing. Verbal notice is acceptable unless written notice is requested by the Utility or required by the rules.

A. NOTICES OF TERMINATION OF SERVICE FOR NONPAYMENT

Monthly bills for residential service are due and payable upon presentation and will be considered past due if payment is not received by the Utility within fifteen (15) days after the bill is mailed to the Customer. Deposit requests are due and payable when request for service is made. When a deposit is billed, it will be considered past due if payment is not received by the Utility within fifteen (15) days after the deposit request is mailed. If the past due amount is not paid, service may be terminated for nonpayment in accordance with Electric Rule 11. A field notification charge may appear on your next bill if the Utility posts a collection notice at your Premises. If a termination order is processed for your account due to nonpayment, payment of the balance in full, plus a Collection Processing Fee and deposit may be required prior to restoration of service. The Collection Processing Fee may be charged whether or not electric service is actually terminated if the arrears balance is paid after the payment deadline has passed. Unpaid closing bills may be reported or forwarded to a credit reporting agency.

1. 10-DAY NOTICE

When a bill for service or deposit request has become past due, the Utility will mail the Customer a notice that service may be terminated for nonpayment in 10 calendar days.

2. 48-HOUR NOTICE

When the past due balance on a 10-day notice is unpaid, the Utility will make a reasonable attempt to contact an adult residing at the service address either by telephone including calls or text messages to mobile phones or by email, or in person at least 48 hours prior to terminating service.

3. NOTICE OF TERMINATION OF SERVICE FOR NONPAYMENT OF PAYMENT ARRANGEMENT AGREEMENT

When the Utility and the Customer enter into a payment arrangement agreement and the Customer does not abide by the terms of the agreement, in whole or in part, the Utility will give the Customer at least 48 hours notice by telephone including calls or

text messages to mobile phones or by email, or in person prior to terminating service for nonpayment.

B. NOTICES FOR UNPAID CLOSING BILLS

Closing bills are due and payable upon presentation and will be considered past due if payment is not received by the Utility within fifteen (15) days after the closing bill is mailed to the Customer. When the Utility determines that the Customer has an open account for Utility service at one location and an unpaid closing bill in the Customer's name for Utility service at another location, the Utility may transfer the unpaid closing bill to the open account, except that the unpaid closing bills for nonresidential service may not be transferred to a residential account. Before the Customer's open account may be terminated for nonpayment of the closing bill, the Customer will be given notices in accordance with Section A of this Rule.

ELECTRIC RULE 9—RENDERING AND PAYMENT OF BILLS

A. BILLS PREPARED AT REGULAR INTERVALS

Bills for electric service will be rendered at regular intervals. All bills will be based on meter registration, except as provided in Section C below, or as may otherwise be provided in the Utility's rules. Meters will be read as nearly as possible at regular intervals. Except as otherwise stated, the regular billing period will be once each month. Due to Sundays and holidays and other factors, it is not always possible to read meters on the same day of each month.

B. PRO RATA CORRECTION

Opening and closing bills rendered will be computed in accordance with the rate schedule applicable to that service, unless otherwise provided in this rule, or in the applicable rate schedule. The basic charge, customer charge, the amount of energy blocks, demand blocks, etc., and the service charge, demand charge, or minimum charge will be prorated on the basis of the number of days in the period in question to the total number of days in the subject month. However, where daily equivalents are used, there will be no pro rata correction. Instead, the calculation shall use the number of days in the billing period multiplied by the daily equivalent charge.

When one or more regularly scheduled meter readings have been missed, the proration factor for the next regularly scheduled meter reading shall be 1.000 times the number of monthly billing cycles in the period. When an interim bill based on a special reading for a period other than 27 to 33 days has been issued during the interval since the last regularly scheduled meter reading, the proration factor for the regularly scheduled bill shall be the factor derived above, less the proration factor applied to the interim bill. However, where daily equivalents are used, there will be no pro rata correction. Instead, the calculation shall use the number of days in the billing period by the daily equivalent charge.

C. ESTIMATED BILLS

If, because of unusual conditions or for reasons beyond its control, the Utility is unable to read the Customer's meter on the scheduled reading date, the Utility may bill the Customer for estimated consumption during the billing period and make any necessary corrections when a reading is obtained. Estimated consumption for this purpose will be calculated considering the Customer's prior usage, the Utility's experience with other customers of the same class in that area, and the general characteristics of the Customer's operations. Adjustments for any underestimate or overestimate of a Customer's consumption will be reflected on the first regularly scheduled bill rendered and based on an actual reading following the period of inaccessibility.

D. READINGS OF SEPARATE METERS NOT COMBINED

For the purpose of making charges, each meter upon the Customer's Premises will be considered separately, and the readings of two or more meters will not be combined, except as follows:

1. Where combinations of meter readings are specifically provided for in rate schedules; or
2. Where the Utility's operating convenience or necessity shall require the installation of two or more meters upon the Customer's Premises instead of one meter.

E. BILLS DUE ON PRESENTATION

Bills for electric service are due and payable upon presentation. Payments shall be received at the office of the Utility, or by an authorized agent of the Utility.

F. CLOSING BILL PAYABLE ON PRESENTATION

Removal bills, special bills, bills rendered on vacation of Premises, or bills rendered to persons discontinuing the service, shall be due and payable upon presentation. Bills for connection or reconnection of service and payments for deposits or to re-establish credit as required under the rules of the Utility shall be paid before service will be connected or reconnected.

G. RETURNED CHECK CHARGE

If a check, tendered in payment of amounts owing the Utility, is not honored by a bank and is returned to the Utility unpaid, the Utility will add to the Customer's bill a charge for processing each such returned check consistent with these rules. Where service is subject to discontinuance under Electric Rule 11, the returned check charge shall be included in the total amount due and payable.

H. FIELD NOTIFICATION AND COLLECTION PROCESSING FEES

The Utility will require payment of a Collection Processing Fee when an authorized Utility representative makes a field call to a Customer's Premises to discontinue electric service in accordance with Electric Rule 11 for nonpayment of a past due billing. The Utility will also assess the Collection Processing Fee when an authorized Utility representative makes a field call to discontinue electric service for nonpayment of a deposit that was requested in accordance with Electric Rule 6.

Where service is discontinued under the provisions of Electric Rule 11, the Utility will require payment of the balance in full, the balance of any unpaid closed accounts, plus any assessed field notification charges, Collection Processing Fees and Deposits prior to restoration of service.

If the Customer makes payment in full or makes acceptable payment arrangements in order to avoid discontinuance of service, the Utility may still assess the Collection Processing Fee.

The Utility may assess a Field Notification Charge when notification must be made due to nonpayment. Generally, these notifications are in the form of a door hanger left at the Customer's Premises. The Field Notification Charge is in addition to any Collection Processing Fees that may apply.

I. LATE PAYMENT CHARGE

A late payment charge of 0.9% per month will be applied to the total unpaid balance of a Customer Account if the Customer's payment is not received by the date indicated on the Customer Account billing.

J. ACCUMULATIVE AMOUNT DUE

The Utility reserves the right to accumulate bills until the total amount due exceeds \$2.00.

ELECTRIC RULE 10—DISPUTED BILLS

A. CORRECTNESS OF BILL

If the correctness of a bill is questioned or disputed by a Customer, an explanation should be promptly requested from Customer Services. If the bill is determined to be incorrect, a corrected bill will be issued.

B. BILL REVIEW PROCEDURE

1. REVIEW BY CUSTOMER SERVICE

Customers who believe their utility bill is in error must first contact Customer Services by telephone, in writing, or in person within 30 days from the bill date and initiate a complaint or request an investigation concerning the bill. Utility services will not be discontinued for nonpayment of a disputed bill pending the outcome of a timely filed investigation. The Utility may require that an amount equal to an average bill for a comparable period of time be deposited with Moreno Valley Utility pending outcome of the investigation. Failure to make the deposit if as requested when due shall constitute abandonment of the complaint or request for investigation. Subsequent utility bills, which are not disputed, must be paid within the time allowed to avoid discontinuance of service in accordance with Electric Rule 9 and Electric Rule 11.

2. REVIEW BY CUSTOMER SERVICE MANAGER.

If, after contact with the Customer Services, the customer believes the bill is still incorrect, the customer may, within 10 days from the date of determination, contact the Manager of Customer Services by phone or submit a written statement regarding the billing dispute to the Manager of Customer Services, Moreno Valley Utility, 14331 Frederick St., Ste 2, Moreno Valley, CA 92553. The Manager of Customer Services will conduct an investigation of the dispute and send his or her determination in writing to the customer.

3. APPEAL TO ELECTRIC UTILITY DIVISION MANAGER.

If a customer disagrees with the decision of the Manager of Customer Services, or designee, the customer may appeal that decision to the Electric Utility Division Manager. Any such appeal must be filed in writing with the Electric Utility Division Manager within (10) days after written notice of the decision of the Manager of Customer Services, or designee, is given to the customer. The Electric Utility Division Manager, or a designated representative, may review the accuracy of the amount billed, but will not review appeals under this procedure concerning the general level of rates, pending rate changes, source of energy and similar matters. All decisions of the Electric Utility Division Manager will be final.

4. DISCONTINUANCE OF SERVICE FOR FAILURE TO PAY.

Electric service will be discontinued if a bill has not been paid in full and a timely and proper appeal has not been filed or an appeal has been denied and the appeal is final. All other bills not in dispute are due and payable in accordance with Electric Rule 9 and Electric Rule 11.

5. NOTICE

Under this review and appeal procedure, notice by the Utility is deemed to be given when (1) personally given to the customer, (2) left at the premises where the service was given, (3) enclosed in an envelope addressed to the customer with postage prepaid and deposited in the United States mail or (4) sent via electronic means to the electronic mailing address provided by the customer as their Customer's Mailing Address.

ELECTRIC RULE 11—DISCONTINUANCE AND RESTORATION OF SERVICE

If the Utility terminates or refuses to restore service to a Customer or any other person for any of the reasons or upon any of the grounds stated herein, the Utility shall incur no liability whatsoever to said Customer or person or to any other Customers or persons.

A. CUSTOMER REQUEST TO TERMINATE LIABILITY FOR PAYMENT FOR SERVICE

When a Customer wants to terminate liability for payment for service, the Customer shall give the Utility not less than two days notice and state the date on which the termination is to become effective. The Customer may be held responsible for service furnished at the Premises until two days after receipt of such notice by the Utility, or until the date of termination specified in the notice, whichever date is later.

B. TERMINATION OF SERVICE FOR NONPAYMENT—WEEKENDS AND HOLIDAYS

Service will not be terminated for nonpayment of bills or deposit requests on Saturdays, Sundays, legal holidays or on days when the offices of the Utility are closed to the public.

C. TERMINATION OF SERVICE FOR NONPAYMENT OF BILLS OR DEPOSIT REQUESTS

Monthly bills are due and payable upon presentation and will be considered past due if payment is not received by the Utility within 15 days after the bill is mailed to the Customer. Deposit requests are due and payable when request for service is made. When a deposit is billed, it will be considered past due if payment is not received by the Utility within 15 days after the deposit request is mailed to the Customer. Customers who fail to pay their bills within this time period are subject to service disconnection.

D. FAILURE TO ESTABLISH OR RE-ESTABLISH CREDIT

When the Utility provides service to an Applicant before credit is established or continues service to a Customer pending re-establishment of credit, and the Applicant/Customer fails to establish or re-establish credit, any and all services the Customer is receiving may be terminated after notice has been given. The Utility will not restore the Customer's service until the Customer has complied with the requirements to establish or re-establish credit.

E. TERMINATION OF SERVICE FOR NONPAYMENT OF BILLS AT OTHER LOCATIONS

Any and all services the Customer is receiving may be terminated for nonpayment of a bill for service previously supplied by the Utility to the same Customer at another location after the Customer has been given notices of termination, except that residential service shall not be terminated for nonpayment of a bill for any other class of service. Nonresidential service may be terminated for nonpayment of a bill for any class of service. Service shall not be terminated for nonpayment within 15 days after establishment of service at the new

location. If the Customer is receiving service at more than one location, any or all services may be terminated with proper notice for nonpayment of any bill at any location for Utility service.

F. TERMINATION OF SERVICE—RETURNED CHECKS

When the Customer has received notice of termination and a check tendered in payment of the past due bill or deposit request for service is returned unpaid, the Utility may terminate service. When the Customer has received a 10-day notice of termination, the notice will remain in effect, and collection action will continue. When the Customer has received a 24-hour notice of termination, the notice will remain in effect, and service may be terminated without further notice.

G. UNSAFE APPARATUS OR CONDITION

The Utility may deny or terminate service to the Customer immediately and without notice when:

- a. The Utility determines that the Premises wiring, or other electrical equipment, or the use of either, is unsafe, or endangers the Utility's service facilities; or
- b. The Customer threatens to create a hazardous condition; or
- c. Any governmental agency, authorized to enforce laws, ordinances or regulations involving electric facilities and/or the use of electricity, notifies the Utility in writing that the Customer's facilities and/or use of electricity is unsafe or not in compliance with applicable laws, ordinances, or regulations. The Utility does not assume the responsibility of inspecting or repairing the Customer's facilities, appliances or other equipment for receiving or using service, or any part thereof. In the event the Customer has knowledge that the service is in any way defective, it is the Customer's responsibility to notify the Utility at once. The Utility shall not be liable or responsible for any plumbing, appliances, facilities, or apparatus beyond the Point of Delivery, which it does not own or maintain in accordance with these rules.

H. SERVICE DETRIMENTAL TO OTHER CUSTOMERS

The Utility will not supply service to a Customer operating equipment, which is considered by the Utility to be detrimental to either the service of other Utility Customers or to the Utility. The Utility will terminate service and refuse to restore service to any Customer who continues to operate such equipment after receiving notification from the Utility to cease.

I. UNAUTHORIZED USE

1. The Utility may terminate service without notice for unauthorized use of service as defined in Electric Rule 17.2. When the Customer's service has been terminated under this section, the Utility may refuse to restore service until:
 - a. the unauthorized use has ceased, and
 - b. The Utility has received full compensation for all charges authorized in Electric Rule 17.2.
2. The Utility may terminate and refuse to restore service if the acts of the Customer or conditions on the Premises indicate intent to deny the Utility full compensation for services rendered, including, but not limited to, any act which may result in a denial of service. The Utility shall provide the Customer with the reasons for such termination and/or refusal to restore service. When the Customer's service has been terminated under this section, the Utility may refuse to restore service until:
 - a. the acts and/or the conditions described above have ceased or have been corrected to the Utility's satisfaction, and
 - b. The Utility has received full compensation for all charges resulting from the Customer's acts or the conditions on the Premises.

J. NONCOMPLIANCE WITH UTILITY'S RULES

Unless otherwise specifically provided, the Utility may terminate service to a Customer for noncompliance with any of the Utility's rules if the Customer fails to comply within five days after the Utility's presentation of written notification of noncompliance to the Customer. The Customer shall comply with the Utility's rules before service will be restored.

K. REVOCATION OF PERMISSION TO USE PROPERTY

If the Utility's service facilities and/or a Customer's wiring to the meter are installed on property other than the Customer's property and the owner of such property revokes permission to use it, the Utility will have the right to terminate service upon the date of such revocation. If service is terminated under these conditions, the Customer may have service restored under the provisions of the Utility's line and service extension rules.

L. CHARGES FOR TERMINATION AND/OR RESTORATION OF SERVICE

1. The Utility may require payment of the entire amount due, including the past due amount and current charges, payment of a deposit or additional deposit in accordance with Electric Rule 7, and payment of other charges indicated herein, prior to restoring service to accounts which have been terminated for nonpayment.

Exhibit B

2. The Utility will require a returned check charge for processing a check, which is returned to the Utility unpaid.
3. The Utility will require payment of a Collection Processing Fee when a Utility representative makes a field call to a Customer's Premises to terminate service for nonpayment of bills or deposit.
4. The Utility will require payment of a Collection Processing Fee per connection before restoring service that has been terminated for nonpayment of bills, to prevent fraud, or for failure to comply with the Utility's rules. If the Customer requests that service be restored outside of regular business hours, an additional charge per connection may apply. Refer to the Chart of Charges and Fees for amounts of applicable charges.
5. In addition, the Utility may charge and collect any unusual costs incidental to the termination or restoration of service, which have resulted from the Customer's action or negligence.
6. Service wrongfully terminated will be restored without charge.

ELECTRIC RULE 12—RATES AND OPTIONAL RATES

A. EFFECTIVE RATES

The rates to be charged by and paid to the Utility for electric service will be the rates legally in effect, approved by the City Council, and on file with the Electric Utility Division, Department of Public Works. Complete schedules of all rates in effect will be kept at all times in the Utility's local office, where they will be available for public inspection. Unless stated otherwise on the rate schedules themselves, the Utility's rate schedules are only applicable for service supplied entirely by the Utility.

B. ESTABLISHING RATE SCHEDULES FOR NEW CUSTOMERS

At the time of application for service, the Utility will, based on information provided by the Applicant, ensure that the Applicant is placed on an applicable rate schedule approved by the City Council. Thereafter, the Utility will take such measures as may be practical to provide the Customer with information regarding rate schedules or options applicable to the Customer's class of service.

C. CHANGING RATE SCHEDULES

The Utility may not be required to make more than one change in rate schedules within a twelve-month period unless a new rate schedule is approved or the Customer's operating conditions have changed sufficiently to warrant a change in rate schedule.

Changes in rate schedules will take effect starting with the next regular meter reading date or meter change date following receipt of the Customer's request to change the rate schedule, unless (1) the rate schedule states otherwise, (2) a written agreement between the Utility and the Customer specifies another date, or (3) the required metering equipment is unavailable. In those cases, the change of schedule will take effect on the date stated in the schedule or agreement, or the date the metering equipment is available. It is the Customer's responsibility to request another schedule or option if the Customer's connected load, hours of operation, type of business or type of service have changed. Where the Customer changes equipment or operation without notifying the Utility, the Utility assumes no responsibility for advising the Customer of other rate options available to the Customer as a result of the Customer's equipment/operation changes.

D. NOTIFYING CUSTOMERS OF NEW RATE SCHEDULES

Where the Utility establishes new rate schedules, the Utility shall take such measures as may be practical to advise affected Customers of the availability of the new rate schedules.

ELECTRIC RULE 13—TEMPORARY SERVICE

A. ESTABLISHMENT OF TEMPORARY SERVICE

The Utility shall, if no undue hardship to its existing Customers will result therefrom, furnish temporary service under the following conditions:

1. The Applicant shall pay, in advance or otherwise as required by the Utility, the estimated cost installed plus the estimated cost of removal, less the estimated salvage of the facilities necessary for furnishing service.
2. The Applicant shall establish credit as required by Electric Rule 6, except that the amount of deposit prescribed in Electric Rule 7 shall not exceed the estimated bill for the duration of service.

B. CHANGE TO PERMANENT STATUS & REFUNDS

1. If service to the electrical machinery or apparatus as originally installed, or its equivalent, is supplied to a temporary Customer on a continuous, intermittent or seasonal basis for a period of 36 consecutive months from the date electric service first was delivered under this rule, the Customer shall be classified as permanent. The payment made in excess of that required for permanent service or under the line extension rule for permanent Customers shall be refunded, provided the Customer then complies with all of the rules applicable to electric service.
2. If at any time the character of a temporary Customer's operations changes so that, in the opinion of City, the Customer may be classified as permanent, the amount of payment made in excess of that required for permanent service immediately shall be refunded to the Customer under the provisions of this section.

ELECTRIC RULE 14—SHORTAGE OF SUPPLY AND INTERRUPTION OF DELIVERY

The Utility will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of electric energy to the Customer, but does not guarantee continuity or sufficiency of supply. The Utility will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage of any kind of character occasioned thereby the Utility will not be liable for interruption or shortage or insufficiency of supply. If same is caused by inevitable accident, act of God, fire, strikes, riots, war, or any other cause except that arising from its failure to exercise reasonable diligence. The Utility, whenever it shall find it necessary for the purpose of making repairs or improvements to its system, will have the right to suspend temporarily the delivery of electric energy. In case of shortage of supply and during the period of such shortage, The Utility will make such apportionment of its available supply of energy among its customers as shall be ordered or directed from time to time by the State of California, acting either directly or by a power administrator or other official appointed by it for that purpose. In the absence of such order or direction, the Utility will, in times of shortage, apportion its available supply of energy among all customers in the most reasonable manner possible.

ELECTRIC RULE 15—DISTRIBUTION LINE EXTENSIONS

APPLICABILITY: This rule is applicable to extension of electric distribution lines of the Utility’s standard voltages (less than 50 kV) necessary to furnish Permanent electric service to Applicants and will be made in accordance with the following provisions:

A. GENERAL

1. EXTENSION BASIS

- a. **Design:** The Utility will be responsible for planning, designing, and engineering extensions using the Utility’s standards for material, design, and construction. The Applicant will furnish all necessary plot plans, utility plans, street improvement plans, tract maps and electric loads for the design of the system.

The Applicant may design the electrical Distribution Lines using qualified design firms approved by the Utility. The system will be designed in accordance with the Utility’s standards and the final design will be approved by the Utility. Ownership of Applicant’s final design and as-built documents shall be transferred to the Utility upon completion of work.

- b. **Ownership:** The facilities installed under the provisions of this rule, shall be owned, operated, and maintained by the Utility, except for substructures and enclosures that are on, under, within, or part of a building or structure.
- c. **Private Lines:** The Utility shall not be required to serve any Applicant from extension facilities that are not owned, operated, and maintained by the Utility.

2. EXTENSION LOCATIONS

- a. **Rights of Way:** The Utility will own, operate and maintain extension facilities only;
- 1) along public streets, alleys, roads, highways and other publicly dedicated ways and places which the Utility has the legal right to occupy, and
 - 2) along public lands and private property across which rights of way and permits satisfactory to the Utility may be obtained without cost to or condemnation by the Utility.
- b. **Normal Route of Line:** The length and normal route of an extension will be determined by the Utility and shall be considered as the distance along the shortest, most practical, available, and acceptable route which is clear of obstructions from the Utility’s nearest permanent and available distribution facility to the point from which the service facilities will be connected.

3. UNDERGROUND EXTENSIONS

Underground extensions shall be installed where required to comply with applicable laws and ordinances or similar requirements of governmental authorities having jurisdiction and where the Utility maintains or desires to maintain underground distribution facilities.

4. OVERHEAD EXTENSIONS

Overhead extensions may be installed only where underground extensions are not required by other jurisdictions and as approved by the Utility.

5. SPECIAL OR ADDED FACILITIES

Any special or added facilities the Utility agrees to install at the request of Applicant will be installed at Applicant's expense in accordance with Electric Rule 2—Description of Service.

6. TEMPORARY SERVICE

Facilities installed for temporary service or for operations of speculative character or questionable permanency shall be made in accordance with the fundamental installation and ownership provisions of this rule, except that all charges shall be made under the provisions of Electric Rule 13—Temporary Service.

7. SERVICES

Service facilities connected to the Distribution Lines to serve an Applicant's Premises will be installed, owned and maintained as provided in Electric Rule 16—Service Extensions.

8. STREET LIGHTS AND AREA LIGHTS

Streetlights, area lights, and other associated facilities shall be installed in accordance with the service provisions of the applicable street light schedule.

No written contracts will be required under this Rule. All provisions of the Rule shall apply and obligate all parties.

B. INSTALLATION RESPONSIBILITIES

1. UNDERGROUND EXTENSIONS

a. Applicant Responsibility: In accordance with the Utility's design, specifications, and requirements, Applicant is responsible for;

1) Excavation: All necessary trenching, backfilling, compaction and other digging as required as well as any pavement cutting or repair.

- 2) Substructures and Conduits: Furnishing, installing, and upon acceptance by the Utility, conveying to the Utility the ownership of all necessary installed Substructures and Conduits, including Feeder and Service Conduits and related Substructures required to extend to and within subdivisions and developments.
 - 3) Protective Structures: Furnishing, installing, and upon acceptance by the Utility, conveying to the Utility the ownership of all necessary Protective Structures.
 - 4) Safety Barriers and Measures: Applicant is responsible for providing safety barriers, signs, and other suitable means to protect public from potential injuries arising from construction of underground extension.
- b. The Utility Responsibility: The Utility is responsible for installing cables, switches, transformers, and other distribution facilities as required to complete the extension.

The Applicant may install the system in accordance with the Utility's design and construction standards using qualified electrical contractors approved by the Utility.

2. OVERHEAD EXTENSIONS

The Utility is responsible for installing all facilities required for a pole line extension at the Applicants expense and only where underground extensions are not required.

3. PERFORMED WORK

Where requested by Applicant and mutually agreed upon, the Utility may perform that portion of the new extension work normally installed by Applicant, provided Applicant pays the Utility its total estimated installed cost. Upon completion of the work, the difference between the estimated and actual cost of the work will be refunded or billed to the Applicant as appropriate.

C. CONTRIBUTIONS OR ADVANCES BY APPLICANT

1. CASH ADVANCE

A cash advance will be required from every Applicant. If the scope of the work lends itself to progress payments in the sole judgment of the Utility, such progress payments will be considered by the Utility. The cash advance will be equal to the Utility's total estimated installed cost to complete an extension including transformers and meters. Upon completion of the work, the difference between the estimated and actual cost of the work will be refunded or billed to the Applicant as appropriate.

Applicant shall contribute or advance, before the start of Utility's construction, the following;

- a. **Underground Non-Refundable Amount:** Applicant's contribution is the portion of the Utility's total estimated installed cost, to complete the underground extension including transformers and meters for;
 - 1) **Cabling:** The estimated installed cost of any necessary cabling installed by the Utility to complete the underground extension. This includes the cost of conversion of existing single-phase lines to three-phase lines, if required; plus
 - 2) **Substructures:** The Utility's estimated value of substructures installed by Applicant and deeded to the Utility as required.
 - 3) The cost of cabling and substructures installed and/or paid for by a previous Customer or developer in anticipation of providing service to the current Customer or development.
- b. **Underground Refundable Amount:**
 - 1) The cost of cabling and substructures in anticipation of providing service to a future Customer or developer. Such costs will be refunded at the time they are collected from the future Customer or developer in accordance with this Rule.
- c. **Overhead Non-Refundable Amount:** Applicant's contribution is the portion of the Utility's total estimated installed cost to complete the overhead extension including transformers and meters;
 - 1) **Pole Line;** All necessary facilities required for an overhead extension and, if required, the conversion of existing single-phase lines to three-phase lines; plus
 - 2) **Transmission Underbuilds;** Utility's total estimated installed cost of the underbuild, where all or a portion of an overhead extension is to be constructed on existing poles.
- d. **Other Non-Refundable Amounts:** Applicant's non-refundable amount includes the Utility's estimated value of excavation, conduits, and protective structures required by the Utility for the extension. The applicant will pay the Utility for the cost of inspection of any facilities installed by the applicant.

4. JOINT APPLICANTS

The total contribution or advance from a group of Applicants will be apportioned among the members of the group in such manner as they may mutually agree. A signed agreement describing this apportionment will be required by the Utility as part of the application for service.

5. PAYMENT ADJUSTMENTS

Excess Facilities: If the loads provided by Applicant(s) result in the Utility having installed facilities which are in excess of those needed to serve the actual loads, and the Utility elects to reduce such excess facilities, Applicant shall pay the Utility its estimated total costs to remove, abandon, or replace the excess facilities, less the estimated salvage of any removed facilities.

D. SPECIAL CONDITIONS

1. FACILITY RELOCATION OR REARRANGEMENT

Any relocation or rearrangement of the Utility's existing facilities, at the request of, or to meet the convenience of an Applicant or Customer, and agreed upon by the Utility, normally shall be performed by the Utility. In all instances, the Utility shall abandon or remove its existing facilities, at the option of the Utility. Applicant or Customer shall be responsible for the costs of all related relocation, rearrangement and removal work.

ELECTRIC RULE 16—SERVICE EXTENSIONS

APPLICABILITY: This rule is applicable to both (1) Utility service facilities that extend from the Utility’s distribution line facilities to the service delivery point, and (2) service related equipment required of Applicant on Applicant’s Premises to receive electric service.

A. GENERAL

1. DESIGN

The Utility will be responsible for planning, designing, and engineering its Service Extension using the Utility’s standards for design, materials and construction. The Utility will allow Applicant’s design with the Utility’s approval.

2. SERVICE FACILITIES

The Utility’s service facilities shall consist of (a) primary or secondary underground or overhead service conductors, (b) poles conduits, sleeves, pedestals, pads, or structures to support service conductors, and service transformers, (c) Utility-owned metering equipment, and (d) other Utility-owned service related equipment.

3. OWNERSHIP OF FACILITIES

Service facilities installed under the provisions of this rule shall be owned, operated, and maintained by the Utility if they are (a) located in the street, road or franchise area of the Utility, (b) installed by the Utility under and or on the Applicant’s Premises for the purpose of the delivery of electric energy to Applicant, or installed by Applicant under the provisions of this rule, and conveyed to the Utility.

4. PRIVATE LINES

The Utility shall not be required to connect service facilities to or serve any Applicant from electric facilities that are not owned, operated, and maintained by the Utility.

5. SPECIAL OR ADDED FACILITIES

Any special or added facilities the Utility installs at the request of Applicant, will be installed at Applicant’s expense in accordance with Rule 2-Description of Service.

6. TEMPORARY SERVICE FACILITIES

Service facilities installed for temporary service or for operations of speculative character or questionable permanency shall be made in accordance with the fundamental installation and ownership provisions of this rule, except that all charges shall be made under the provisions of Rule 13-Temporary Service.

7. STREET LIGHTS AND AREA LIGHTS

Streetlight and area light services and other associated facilities shall be installed in accordance with the service provisions of the applicable street light schedule.

8. DISTRIBUTION LINE EXTENSIONS

Whenever the Utility's distribution system is not complete to the point designated by the Utility where the service extension is to be connected to the Utility's distribution system, the extension of distribution line facilities will be installed in accordance with Rule 15-distribution line extensions.

9. RIGHTS-OF-WAY

Rights-of-way or easements may be required by the Utility to install service facilities on Applicant's property to serve only Applicant.

- a. Service Facilities: If the service facilities must cross property owned by a third party to serve Applicant, the Utility may, at its option, install such service facilities after appropriate rights-of-way or easements, satisfactory to the Utility, are obtained without cost to the Utility; or
- b. Distribution Line Extensions: If the Utility's facilities installed on Applicants property or third-party property, will be or are designed to serve adjacent property, then the Utility may, at its option, install its facilities under Rule 15, after appropriate rights-of-way or easements, satisfactory to the Utility, are obtained without cost to the Utility.
- c. Clearances: Any necessary rights-of-way or easements for the Utility's facilities shall have provisions to maintain legal and operational clearances from adjacent structures.

B. METERING FACILITIES

For revenue billing, electric service shall be individually metered to each tenant in a building or group of buildings or other development on a single Premises with multiple tenants or enterprises (such as, but not limited to a commercial business, a school campus, or shopping center complex). Alternative metering arrangements as determined by the Utility may be allowed only as specified in these rules and applicable rate schedules.

C. SERVICE EXTENSIONS

1. GENERAL LOCATION

The location of the service extension facilities shall be approved by the Utility as follows:

- a. Franchise Area: From the point of connection at the distribution line to Applicant's nearest property line abutting upon any street, highway, road, or right-of-way, along which it already has, or will install distribution facilities; and,
- b. Private Property: On private property, along the shortest, most practical and available route (clear of obstructions) as necessary to reach a service delivery point designated by the Utility.

2. NUMBER OF SERVICE EXTENSIONS

City will not normally provide more than one service extension, including associated facilities, either overhead or underground, for any one building or group of buildings, for a single enterprise on a single Premises, except;

- a. Electric Rules: Where otherwise allowed or required under City's Electric Rules; or,
- b. City Convenience: At the option of and as determined by the Utility, for its operating convenience, consistent with engineering design for different voltage and phase classification, or when replacing an existing service; or,
- c. Ordinance: Where required by ordinance or other applicable law, for such things as fire pumps, fire alarm systems, etc.; and,
- d. Other: The Utility may charge for additional services provided under this paragraph, as special or added facilities.

3. UNDERGROUND INSTALLATIONS

Underground Service Extensions will be installed;

- a. Underground Required: Underground service extensions (1) shall be installed where required to comply with applicable Electric Rules, laws, ordinances, or similar requirements of governmental authorities having jurisdiction, and (2) may be necessary as determined by the Utility where Applicant's load requires a separate transformer installation of 75 kVA or greater.
- b. Underground Optional: An underground service extension may be installed in an area where it is not otherwise required and when requested by Applicant and agreed upon by the Utility.

4. UNUSUAL SITE CONDITIONS

In cases where Applicant's building is located a considerable distance from the available distribution line or where there is an obstruction or other deterrent obstacle or hazard such as plowed land, ditches, or inaccessible security areas between the Utility's distribution line and Applicant's building or facility to be served that would prevent the Utility from prudently installing, owning, and maintaining its service

facilities, the Utility may, at its discretion, waive the normal service delivery point location. In such cases, the service delivery point will be at such other location on Applicant's property as may be mutually agreed upon; or, alternatively, the service delivery point may be located at or near Applicant's property line as close as practical to the available distribution line.

D. RESPONSIBILITIES FOR NEW SERVICE EXTENSIONS

1. APPLICANT RESPONSIBILITY

In accordance with the Utility's design, specifications, and requirements for the installation of service extensions, and subject to the Utility's inspection and approval, Applicant is responsible for;

- a. **Clear Route:** Providing (or paying for) a route on any private property that is clear of obstructions which would inhibit the construction of either underground or overhead service extensions.
- b. **Excavation:** All necessary trenching, backfilling, and other digging as required including permit fees.
- c. **Conduit and Substructures:**
 - 1) Furnishing and installing all conduits (including pull wires) and substructures on Applicant's Premises.
 - 2) Installing (or paying for) any Conduits and Substructures in the Utility's franchise area (or rights-of-way, if applicable) as necessary to install the service extension.
 - 3) Conveying ownership to the Utility upon acceptance of those conduits and substructures not on Applicant's Premises.
- d. **Protective Structures:** Furnishing, installing, owning, and maintaining all necessary protective structures as specified by the Utility for the Utility's facilities on Applicant's Premises
- e. **Applicant's Facility Design and Operation:** Applicant shall be solely responsible to plan, design, install, own, maintain, and operate facilities and equipment beyond the service delivery point (except for the Utility's metering facilities) in order to properly receive and utilize the type of electric service available from the Utility. Refer to Rule 2 for a description, among other things, of;
 - 1) Available service delivery voltages and the technical requirements and conditions to qualify for them,
 - 2) Customer utilization voltages,

- 3) Load balancing requirements,
 - 4) Requirements for installing electrical protective devices,
 - 5) Loads that may cause service interference to others, and
 - 6) Motor starting limitations.
- f. Required Service Equipment: Applicant shall, at its sole liability, risk, and expense, be responsible to furnish, install, own, maintain, inspect, and keep in good and safe condition, all facilities of any kind or character on Applicant's Premises that are not the responsibility of the Utility but are required by the Utility for Applicant to receive service. Such facilities shall include but are not limited to the overhead or underground termination equipment, conduits, service entrance conductors from the service delivery point to the location of the Utility's metering facilities, connectors, meter sockets, meter and instrument transformer housing, service switches, circuit breakers, fuses, relays, wireways, metered conductors, machinery and apparatus of any kind or character. Detailed information on the Utility's service equipment requirements will be furnished by the Utility. The Applicant shall provide all service conduit (s) from the Utility's franchise area to the Utility's metering facilities.
- g. Coordination of Electrical Protective Devices: When, as determined by the Utility, Applicant's load is of sufficient size as to require coordination of response time characteristics between Applicant's electrical protective devices (circuit breakers, fuses, relays, etc.) and those of the Utility's, it shall be Applicant's responsibility to provide such coordination in accordance with Rule 2.
- h. Liability: the Utility shall incur no liability whatsoever, for any damage, loss or injury occasioned by;
- 1) Applicant-owned equipment or Applicant's transmission and delivery of energy; or,
 - 2) The negligence, omission of proper protective devices, want of proper care, or wrongful act of Applicant, or any agents, employees, or licensees of Applicant, on the part of Applicant in installing, maintaining, using, operating, or interfering with any such conductors, lines, machinery, or apparatus.
- i. Facility Tampering: Applicant shall provide a suitable means acceptable to the Utility for placing its seals on meter rings and covers of service enclosures and instrument transformer enclosures which protect unmetered energized conductors installed by Applicant. All Utility-owned meters and enclosure covers will be sealed only by the Utility's authorized employees or agents and such seals shall be broken only by the Utility's authorized employees or agents. However, in an emergency, the Utility may allow a public authority or other appropriate party to break the seal. Any unauthorized tampering with Utility-owned seals or

connection of Applicant-owned facilities to unmetered conductors at any time is prohibited and is subject to the provisions of Rule 11 - Discontinuance and Restoration of Service for unauthorized use.

- j. Transformer Installations on Applicant's Premises: Transformer installations on Applicant's Premises shall be as specified by the Utility and in accordance with the following applicable provisions;
 - 1) Space For Transformers: Applicant shall provide space on Applicant's Premises at a location approved by the Utility for a standard transformer installation (including any necessary equipment access for operation, and ancillary equipment such as switches, capacitors, and electric protective equipment, where required) if (a) in an overhead area, the Utility determines that the load to be served is such that a separate transformer installation is required, or (b) if the Utility determines that the installation of a padmounted or subsurface transformer of any size is required on Applicant's Premises to serve only Applicant.
 - 2) Padmounted Equipment: In the Utility's standard installation, Applicant shall furnish, install and convey ownership to the Utility for substructures and any required protective structures specified by the Utility for the proper installation of the transformer, switches, capacitors, and other equipment as determined by the Utility.
 - 3) Single Utility-Owned Customer Substation: When the Utility elects, for its operating convenience, to supply Applicant from a transmission line and install a Utility-owned substation on Applicant's Premises, Applicant shall furnish, install and convey ownership to the Utility the necessary site improvements as specified by the Utility for the proper installation of the transformer. Such improvements shall include but are not limited to a concrete pad or foundation and grounding system. Applicant shall own and maintain all facilities not specifically conveyed to the Utility yet associated with the service, such as fences and gates, access road, grading, and paving as required. Detailed information on the Utility's requirements for a single Customer substation will be furnished by the Utility.
- k. Transformer Room or Vault: Where Applicant requests and the Utility approves the installation of the transformer(s) in a vault or room on Applicant's Premises, rather than the Utility's standard padmounted installation;
 - 1) The room or vault on Applicant's Premises shall be furnished, installed, owned, and maintained by Applicant and shall meet the Utility's specifications for such things as access, operational and safety clearances ventilation, drainage, grounding system, etc.
 - 2) If space cannot be provided on Applicant's Premises for the installation of a transformer on either a pad or in a room or vault, a vault will be installed at

Applicant's expense in the street near the property line. It shall be Applicant's responsibility to install (or pay for) such vault if not restricted by governmental authority having jurisdiction and Applicant shall convey ownership of the vault to the Utility upon its acceptance. The additional facilities shall be treated as special or added facilities under the provisions of Rule 2.

- 3) All the additional costs as well as ongoing maintenance shall be paid by Applicant for special or added facilities.
1. Transformer Lifting Requirements: Where the Utility has installed or agrees to install, transformers at locations where the Utility cannot use its standard transformer lifting equipment and special lifting facilities are required to install or remove the transformers on Applicant's Premises, Applicant shall, at its expense, (a) furnish, install, own, and maintain permanent lifting facilities and be responsible for lifting the transformer to and from its permanent position, or (b) provide (or pay for) portable lifting facilities acceptable to the Utility for installing or removing the transformers. Rights-of-way and space provisions shall be provided by Applicant such that access and required clearances from adjacent structures can be maintained. The Utility may require a separate contract for transformer lifting requirements.
- m. Overhead Transformers: In remote areas or in areas not zoned for residential or commercial use or for underground services, pad-mounted transformers are preferred for installation on Applicant's Premises. However, where the Utility determines that it is not practical to install a transformer on a pad, in a room or vault, the Utility may furnish a pole-type structure for an installation not exceeding 500 kVA.

2. BUILDING CODE REQUIREMENTS

Any service equipment and other related equipment owned by Applicant, as well as any vault, room, enclosure, or lifting facilities for the installation of transformers shall conform with applicable laws, codes, and ordinances of all governmental authorities having jurisdiction.

3. REASONABLE CARE

Applicant shall exercise reasonable care to prevent the Utility's Service Extensions, other Utility facilities, and meters owned by the Utility or others, on the Applicant's Premises from being damaged or destroyed, and shall refrain from interfering with the Utility's operation of the facilities and shall notify the Utility of any obvious defect. Applicant may be required to provide and install suitable mechanical protection (barrier posts, etc.) as required by the Utility.

4. UTILITY RESPONSIBILITY

- a. Meter and Service: The Utility will install, own, and maintain the following service facilities as applicable after Applicant meets all requirements to receive service:
 - 1) Underground Service: A set of service conductors to supply permanent service from the distribution line source to the service delivery point approved by the Utility.
 - 2) Riser Material: Any necessary pole riser material for connecting underground services to an overhead distribution line.
 - 3) Overhead Service: A set of overhead service conductors to supply permanent service from a distribution line source to a suitable support at the service delivery point approved by the Utility. Support shall be of a type and located such that service wires may be installed in accordance with good engineering practice and in compliance with all applicable laws, ordinances, rules, and regulations including those governing clearances and points of attachment.
 - 4) Metering: When the meter is owned by the Utility, the Utility will be responsible for the necessary instrument transformers where required, test facilities, meters and associated metering equipment. Additionally the Utility will be responsible for the metering enclosures when the Utility elects to locate metering equipment at a point that is not accessible to Applicant.
- b. Special Conduit Installations: The Utility shall own and maintain service conduits only if: (1) they are located in the same trench with distribution facilities, and (2) when it is necessary to locate Conduits on property other than that owned by Applicant, as determined by the Utility, or as may be required by local authorities.
- c. Government Inspection: The Utility will establish electric service to Applicant following notice from the governmental authority having jurisdiction that the Applicant-owned facilities have been installed and inspected in accordance with any applicable laws, codes, ordinances, rules, or regulations, and are safe to energize.

5. UTILITY-PERFORMED WORK

- a. Where requested by Applicant and mutually agreed upon, the Utility may perform that portion of the new service extension work normally the responsibility of Applicant provided Applicant pays the Utility its estimated installed cost.

E. PAYMENTS BY APPLICANT

1. PAYMENTS

Applicant is responsible to pay the Utility the following non-refundable costs as applicable under this rule and in advance of the Utility commencing its work:

- a. Pole Riser: The Utility's estimated installed costs of any riser materials on its poles.
- b. The Utility's total estimated installation cost (including appurtenant facilities, such as connectors, service conductors, service transformers and metering equipment.).
- c. Other: The Utility's total estimated cost of any work it performs that is Applicant's responsibility or performs for the convenience of the Applicant.

F. EXISTING SERVICE FACILITIES

1. SERVICE REINFORCEMENT

- a. Utility-Owned: When the Utility determines that its existing service facilities require replacement, the existing service facilities shall be replaced as new service facilities under the provisions of this rule.
- b. Applicant-Owned: When the Utility determines that existing Applicant-owned service facilities require replacement; such replacement or reinforcement shall be accomplished under the provisions for a new service installation.

2. SERVICE RELOCATION OR REARRANGEMENT

- a. Utility Convenience: When, in the judgment of the Utility, the relocation or rearrangement of a service, including Utility-owned transformers, is necessary for the maintenance of adequate service or for the operating convenience of the Utility, the Utility normally will perform such work at its own expense, except for Applicant convenience or damage.
- b. Applicant Convenience: Any relocation or rearrangement of the Utility's existing service facilities at the request of Applicant (aesthetics, building additions, remodeling, etc.) and agreed upon by the Utility shall be performed in accordance with this rule except that Applicant shall pay the Utility its total estimated costs. In all instances, the Utility shall abandon or remove its existing facilities at the option of the Utility rendered idle by the relocation or rearrangement.

3. IMPAIRED ACCESS AND CLEARANCES

Whenever the Utility determines that access or clearance to service facilities is impaired, correction action consistent with this section shall be enforced.

- a. Access: Its existing service facilities have become inaccessible for inspecting, operating, maintenance, meter reading, or testing.
- b. Clearances: A hazardous condition exists or any of the required clearances between the existing service facilities and any object becomes impaired under

any applicable laws, ordinances, rules, or regulations of the Utility or public authorities, then the following applies;

Corrective Action: Applicant or owner shall, at Applicant's or owner's expense, either correct the access or clearance infractions or pay the total estimated cost to relocate its facilities to a new location which is acceptable to the Utility. Applicant or owner shall also be responsible for the expense to relocate any equipment, which Applicant owns and maintains. Failure to comply with corrective measures within a reasonable time may result in discontinuance of service.

4. OVERHEAD TO UNDERGROUND SERVICE CONVERSIONS

Applicant's Convenience: Where overhead services are replaced by underground services for Applicant's convenience, Applicant shall perform all excavation, furnish and install all substructures, and pay the Utility its total estimated installed cost to complete the new service and remove the overhead facilities.

5. DAMAGED FACILITIES

When the Utility's facilities are damaged by others, the repair will be made by the Utility at the expense of the party responsible for the damage. Applicants are responsible for repairing their own facilities.

6. SUBDIVISION OF PREMISES

When the Utility's service facilities are located on private property and such private property is subsequently subdivided into separate Premises with ownership divested to other than Applicant or Customer, the subdivider is required to provide the Utility with adequate rights-of-way satisfactory to the Utility for its existing facilities and to notify property owners of the subdivided Premises of the existence of the rights-of-way. When adequate rights-of-way are not granted as a result of the property subdivision, the Utility shall have the right, upon written notice to Applicant, to discontinue service without obligation or liability. The existing owner, Applicant, or Customer shall pay to the Utility the total estimated cost of any required relocation or removal of the Utility's facilities. A new electric service will be re-established in accordance with the provisions of this Rule for new service and the provisions of any other applicable Utility rules.

7. EXCEPTIONAL CASES

When the application of this rule appears impractical or unjust to either party, or ratepayers, the Utility or Applicant may refer the matter to the Utility for a special ruling or for approval of special conditions, which may be mutually agreed upon.

ELECTRIC RULE 17—METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR

A. METER TESTS

Any Customer may, upon not less than five (5) working days notice, request that the Utility test the Customer's electric meter. No payment or deposit will be required from the Customer for such tests except when a Customer requests a meter test within six months after the date of installation of the meter, or more often than once each six months thereafter. A deposit to cover the reasonable cost of the test will be required of the Customer.

The deposit will be returned to the Customer if the meter is found to register more than two percent fast or slow under conditions of normal operation as a result of the test. A Customer shall have the right to request the Utility conduct the test in the Customer's presence or in the presence of an expert or other representative appointed by the Customer. A report giving the result of the test will be supplied to the Customer within a reasonable time after completion of the test. All electric meters will be tested at the time of their installation. No meter will be placed in service or allowed to remain in service which has an error in registration in excess of two percent under conditions of normal operation. On newly purchased single-phase meters, the manufacturer's test may be used as the installation test when the Utility's random tests indicate satisfactory test results for a particular manufacturer and for a particular shipment.

B. ADJUSTMENT OF BILLS FOR METER ERROR

Meter error is the incorrect registration of energy usage resulting from a malfunctioning or defective meter. It does not include incorrect registration attributable to billing error or unauthorized use. Where, as the result of a meter test, a meter is found to be non-registering or incorrectly registering, the Utility may render an adjusted bill to the Customer for the amount of any undercharge without interest. The Utility shall issue a refund or credit to the Customer for the amount of any overcharge, without interest, computed back to the date that is determined to be when the meter error commenced, except that the period of adjustment shall not exceed the limits set forth in this Rule. Such adjusted bill shall be computed as follows:

1. FAST METER

If a meter, for either residential or nonresidential service, is found to be registering more than two percent fast, the Utility will calculate the amount of the overcharge for refund to the Customer based on the corrected usage for a period of up to 6 months. When it is known that the period of meter error was less than six months, the overcharge will be calculated for only those months during which the meter error occurred.

2. SLOW METER

If a meter, for either residential or nonresidential service is found to be registering more than two percent slow, the Utility may bill the Customer for the amount of the undercharge based on the corrected usage or based upon the Utility's estimate of the energy usage for a period of up to three years. However, if it is known that the period of meter error was less than three years, the undercharge will be calculated for only those months during which the meter error occurred.

3. NONREGISTERING METER

If a meter, for either residential or nonresidential service is found to be non-registering, the Utility may bill the Customer for the amount of the undercharge based on the Utility's estimate of the electricity used, but not registered, for a period of up to three years. However, if it is known that the period the meter was non-registering was less than three years, the undercharge will be calculated for only those months the meter was non-registering. Where the condition of the meter renders it un-testable (no-test), the Utility may bill the Customer based upon the Utility's estimate of the unmetered energy. Nothing herein is intended to limit the Utility's authority to bill the Customer for unauthorized use.

4. NO-TEST METERS

Where the condition of the meter renders it untestable (no-test), the Utility may bill the Customer based upon the Utility's estimate of the unmetered energy. Nothing herein is intended to limit the Utility's authority to bill the Customer for unauthorized use.

5. ESTIMATED USAGE

When regular, accurate meter readings are not available or when the electric usage has not been accurately measured, the Utility may estimate the Customer's energy usage for billing purposes on the basis of information including, but not limited to, the physical condition of the metering equipment, available meter readings, records of historical use, and the general characteristics of the Customer's load and operation.

ELECTRIC RULE 17.1– ADJUSTMENTS OF BILLING ERROR

A. BILLING ERROR DEFINED

Billing error is the incorrect billing of an account due to an error by the Utility or the Customer, which results in incorrect charges to the Customer. Billing error includes, but is not limited to, incorrect meter reads or clerical errors, wrong daily billing factor, incorrect voltage discount, wrong connected load information, crossed meters, incorrect billing calculation, incorrect meter multiplier, incorrect rate, or the Utility’s failure to provide the Customer with notice of rate options. Field error, including, but not limited to, installing the meter incorrectly and failure to close the meter potential or test switches, is also considered billing error. Billing error which does not entitle the Customer to a credit adjustment includes failure of the Customer to notify the Utility of changes in the Customer’s connected load, equipment or operation or failure of the Customer to take advantage of any noticed rate option or condition of service for which the Customer becomes eligible subsequent to the date of application for service.

B. ADJUSTMENT OF BILLS FOR BILLING ERROR

Where the Utility overcharges or undercharges a Customer as the result of a billing error, the Utility may render an adjusted bill to the Customer for the amount of any undercharge, without interest, and shall issue a refund or credit to the Customer for the amount of any overcharge, without interest, in accordance with the procedures and limitations set forth below.

1. BILLING ERROR RESULTING IN OVERCHARGES TO THE CUSTOMER

If either a residential or nonresidential service is found to have been overcharged due to billing error, the Utility will calculate the amount of the overcharge, for refund to the Customer, for a period of up to three years. However, if it is known that the period of billing error was less than three years, the overcharge will be calculated for only those months during which the billing error occurred.

2. BILLING ERRORS RESULTING IN UNDERCHARGES TO THE CUSTOMER

If either residential or nonresidential service is found to have been undercharged due to a billing error, the Utility may bill the Customer for the amount of the undercharge for a period of up to three years. However, if it is known that the period of billing error was less than three years, the undercharge will be calculated for only those months during which the billing error occurred.

ELECTRIC RULE 17.2—ADJUSTMENT OF BILLS FOR UNAUTHORIZED USE

A. UNAUTHORIZED USE DEFINED

Unauthorized use includes, but is not limited to:

1. Unmetered use of electricity resulting from unauthorized connections, alterations or modifications to electric supply lines and/or electric meters;
2. Placing conductive material in the meter socket to allow energy to flow from the line side of the service to the load side of the service without a meter (cut in flat);
3. Installing an unauthorized electric meter in place of the meter assigned to the account;
4. Inverting or otherwise repositioning the meter, thereby altering registration;
5. Damaging the meter to stop registration, thereby rendering it untestable;
6. Using the Utility service without compensation to the Utility in violation of applicable rules and/or statutes.

Where the Utility determines there has been unauthorized use, the Utility shall have the legal right to recover, from any Customer or other person who caused or benefited from such unauthorized use, the estimated undercharges for the full period of such unauthorized use. The estimated bill shall indicate unauthorized use for the most recent three years and, separately, unauthorized use beyond the three-year period for collection as provided by law. Nothing in this rule shall be interpreted as limiting the Utility's rights under any provisions of any applicable civil or criminal law.

B. INVESTIGATION OF UNAUTHORIZED USE

Where unauthorized use is suspected by the Utility, the Utility shall promptly conduct an investigation.

Whenever possible, the Utility shall collect and preserve evidence in the matter, test the meter, and obtain connected load information from the Customer or other person to be charged for the unauthorized energy use. If the meter cannot be tested or connected load data cannot be obtained, the Utility will document the reasons why such information could not be obtained. Whenever possible, upon completion of the Utility's investigation, the Customer or other person being billed will be advised of the Utility's claim and shall be given an opportunity to respond to the claim. Notwithstanding any provisions herein, the Utility reserves all evidentiary privileges and rights.

C. ADJUSTMENT OF BILLS FOR UNAUTHORIZED USE**1. ACTUAL USAGE**

If accurate meter readings are available for the unauthorized use period, they will be used for billing purposes.

2. ESTIMATED USAGE

If accurate meter readings are not available or the electric usage has not been accurately measured, the Utility may estimate the energy usage for billing purposes. The basis for the estimate may include, without limitation and for illustrative purposes only, the physical condition of the metering equipment, available meter readings, records of historical use, or the general characteristics of the load and operation of the service being billed, with consideration of any appropriate seasonal adjustment. Estimated bills for the unauthorized use period may be determined by the Utility based on one or more of the following, without limitation and for illustrative purposes only:

- a. Accurately metered use from a remote check meter;
- b. The known percent error in metering attributable to the unauthorized use condition as determined by the Utility;
- c. Accurately metered use prior to the onset of the unauthorized use;
- d. The equipment and hours of operation of the service being billed;
- e. Accurately metered subsequent use of 30 days or more (if available);
- f. Annual use profile of at least five Customers with similar connected load, Premises load profiles, hours of energy use, etc. (percent of annual use); or
- g. Other reasonable and supportable billing methodology when none of the aforementioned billing techniques is appropriate under the circumstances.

D. INTEREST ON BILLS FOR UNAUTHORIZED USE

1. The Utility may bill and collect interest at a rate of 10 percent per annum on unauthorized use billings from the date the unauthorized use commenced, and/or
2. The Utility may bill and collect interest at a rate of 10 percent per annum on amortized repayment agreements.

E. RECOVERY OF ASSOCIATED COSTS

The Utility may recover the associated costs resulting from the unauthorized use including, but not limited to, investigative and equipment damage costs.

F. DISCONTINUANCE OF SERVICE

In accordance with the provisions of Electric Rule 11, where the Utility determines unauthorized use is occurring, the Utility may refuse service or discontinue service. If any part of the Customer's wiring or any other equipment, or the use thereof, is determined by the Utility or any other authorized public agency to be unsafe or in violation of applicable laws, ordinances, rules or regulations of public authorities, or is in such condition as to endanger the Utility's service facilities, the Utility may discontinue service. The Utility may also discontinue service in accordance with the provisions of its rules, for nonpayment of a delinquent billing for unauthorized use, and for associated costs, including nonpayment under an amortization agreement.

ELECTRIC RULE 21— GENERATING FACILITY INTERCONNECTIONS

A. APPLICABILITY

Applicability: This Rule describes the Interconnection, operating and Metering requirements for Generating Facilities to be connected to Moreno Valley Utility’s (“MVU”) Distribution System. Subject to the requirements of this Rule, MVU will allow the Interconnection of Generating Facilities with its Distribution System.

Definitions: Capitalized terms used in this Rule, and not defined in MVU’s other rules, shall have the meaning ascribed to such terms in Section H of this Rule. The definitions set forth in Section H of this Rule shall only apply to this Rule and may not apply to MVU’s other rules.

In the event of any conflict between this rule and any of the standards listed herein, the requirements of this rule shall take precedence.

B. DEFINITIONS

The definitions in this Section are applicable only to this Rule, the Application and Interconnection Agreements.

Anti-Islanding: A control scheme installed as part of the Generating Facility or Interconnection Facilities that senses and prevents the formation of an Unintended Island.

Applicant: The entity submitting an Application for Interconnection pursuant to this Rule.

Application: A standard MVU provided form submitted to MVU for Interconnection of a Generating Facility.

Certification Test: A test pursuant to this Rule that verifies conformance of certain equipment with MVU-approved performance standards in order to be classified as Certified Equipment. Certification Tests are performed by NRTLs.

Certification; Certified; Certificate: The documented results of a successful Certification Testing.

Certified Equipment: Equipment that has passed all required Certification Tests.

Commissioning Test: A test performed during the commissioning of all or part of a Generating Facility to achieve one or more of the following:

- Verify specific aspects of its performance;
- Calibrate its instrumentation; and
- Establish instrument or Protective Function set-points.

Customer: The entity that receives or is entitled to receive Distribution Service through the MVU's Distribution System.

Dedicated Transformer; Dedicated Distribution Transformer: A transformer that provides electricity service to a single Customer. The Customer may or may not have a Generating Facility.

Device: A mechanism or piece of equipment designed to serve a purpose or perform a function. The term may be used interchangeably with the terms "equipment" and "function" without intentional difference in meaning. See also Function and Protective Function.

Distribution Service: All services required by, or provided to, a Customer pursuant to the approved rate schedules and rules of MVU.

Distribution System: All electrical wires, equipment, and other facilities owned or provided by MVU, by which MVU provides Distribution Service to its Customers.

Emergency: An actual or imminent condition or situation, which jeopardizes MVU's Distribution System Integrity.

Field Testing: Testing performed in the field to determine whether equipment meets MVU's requirements for safe and reliable Interconnection.

Function: Some combination of hardware and software designed to provide specific features or capabilities. Its use, as in Protective Function, is intended to encompass a range of implementations from a single-purpose device to a section of software and specific pieces of hardware within a larger piece of equipment to a collection of devices and software.

Generating Facility: All Generators, electrical wires, equipment, and other facilities owned or provided by Producer for the purpose of producing electric power.

Generator: A device converting mechanical, chemical or solar energy into electrical energy, including all of its protective and control Functions and structural appurtenances. One or more Generators comprise a Generating Facility.

Gross Nameplate Rating; Gross Nameplate Capacity: The total gross generating capacity of a Generator or Generating Facility as designated by the manufacturer(s) of the Generator(s).

Host Load: The electrical power, less the Generator auxiliary load, consumed by the Customer, to which the Generating Facility is connected.

Initial Review: The review by MVU, following receipt of an Application, to determine the following: (a) the Generating Facility qualifies for Simplified Interconnection; or (b) if the Generating Facility can be made to qualify for Interconnection with a Supplemental Review determining any additional requirements.

In-rush Current: The current determined by the In-rush Current Test.

Interconnection Agreement: An agreement between MVU and the Producer that gives certain rights and obligations to effect or end Interconnection.

Interconnection; Interconnected: The physical connection of a Generating Facility in accordance with the requirements of this Rule so that Parallel Operation with MVU's Distribution System can occur (or has occurred).

Interconnection Facilities: The electrical wires, switches and related equipment that are required in addition to the facilities required to provide electric Distribution Service to a Customer to allow Interconnection. Interconnection Facilities may be located on either side of the Point of Common Coupling as appropriate to their purpose and design. Interconnection Facilities may be integral to a Generating Facility or provided separately.

Interconnection Study: A study to establish the requirements for Interconnection of a Generating Facility with MVU's Distribution System.

Island; Islanding: A condition on MVU's Distribution System in which one or more Generating Facilities deliver power to Customers using a portion of MVU's Distribution System that is electrically isolated from the remainder of MVU's Distribution System.

Line Section: That portion of MVU's Distribution System connected to a Customer bounded by automatic sectionalizing devices or the end of the distribution line.

Load Carrying Capability: The maximum electrical load that may be carried by a section of MVU's Distribution System consistent with reliability and safety under the circumstances being evaluated.

Metering: The measurement of electrical power in kW and/or energy in kWh, and, if necessary, reactive power in kVAR at a point, and its display to MVU, as required by this Rule.

Metering Equipment: All equipment, hardware, software including meter cabinets, conduit, etc., that are necessary for Metering.

Momentary Parallel Operation: The interconnection of a Generating Facility to the Distribution System for one second (60 cycles) or less.

Nationally Recognized Testing Laboratory (NRTL): A laboratory accredited to perform the Certification Testing requirements under this Rule.

Net Energy Metering: Metering for the receipt and delivery of electricity between the Producer and MVU over a timeframe established per the applicable NEM rate, the difference between these two values yields either net consumption or surplus over the given time period.

Net Generation Output Metering: Metering of the net electrical power output in kW or energy in kWh, from a given Generating Facility. This may also be the measurement of the difference between the total electrical energy produced by a Generator and the electrical energy consumed by the auxiliary equipment necessary to operate the Generator. For a Generator with no Host Load and/or Public Utilities Code Section 218 Load (Section 218 Load), Metering that is located at the Point of Common Coupling. For a Generator with Host Load and/or Section 218 Load, Metering that is located at the Generator but after the point of auxiliary load(s) and prior to serving Host Load and/or Section 218 Load.

Net Nameplate Rating: The Gross Nameplate Rating minus the consumption of electrical power of a Generator or Generating Facility as designated by the manufacturer(s) of the Generator(s).

Network Service: More than one electrical feeder providing Distribution Service at a Point of Common Coupling.

Non-Export; Non-Exporting Scheme: Designed to prevent the transfer of electrical energy from the Generating Facility to MVU's Distribution System.

Non-Islanding: Designed to detect and disconnect an Unintended Island with matched load and generation. Reliance solely on under/over voltage and frequency trip is not considered sufficient to qualify as Non-Islanding.

Parallel Operation: The simultaneous operation of a Generator with power delivered or received by MVU while Interconnected. For the purpose of this Rule, Parallel Operation includes only those Generating Facilities that are Interconnected with MVU's Distribution System for more than 60 cycles (one second).

Paralleling Device: An electrical device, typically a circuit breaker, operating under the control of a synchronization function or by a qualified operator to connect an energized generator to an energized electric power system or two energized power systems to each other.

Periodic Test: A test performed on part or all of a Generating Facility/ Interconnection Facilities at pre-determined time or operational intervals to achieve one or more of the following:

- Verify specific aspects of its performance
- Calibrate instrumentation
- Verify and re-establish instrument or Protective Function set-points.

Point of Common Coupling (PCC): The transfer point for electricity between the electrical conductors of MVU and the electrical conductors of the Producer.

Point of Common Coupling Metering: Metering located at the Point of Common Coupling. This is the same Metering as Net Generation Metering for Generating Facilities with no Host Load and/or Section 218 Load.

Point of Interconnection: The electrical transfer point between a Generating Facility and MVU's Distribution System. This may or may not be coincident with the Point of Common Coupling.

Producer: The entity that executes an Interconnection Agreement with MVU. The Producer may or may not own or operate the Generating Facility, but is responsible for the rights and obligations related to the Interconnection Agreement.

Production Test: A test performed on each device coming off the production line to verify certain aspects of its performance.

Protective Function(s): The equipment, hardware and/or software in a Generating Facility (whether discrete or integrated with other functions) whose purpose is to protect against Unsafe Operating Conditions.

Prudent Electrical Practices: Those practices, methods, and equipment, as changed from time to time, that are commonly used in prudent electrical engineering and operations to design and operate electric equipment lawfully and with safety, dependability, efficiency and economy.

Scheduled Operation Date: The date specified in the Interconnection Agreement when the Generating Facility is, by the Producer's estimate, expected to begin operation pursuant to this Rule.

Secondary Network: A network supplied by several primary feeders suitably interlaced through the area in order to achieve acceptable loading of the transformers under emergency conditions and to provide a system of extremely high service reliability. Secondary networks usually operate at 600 V or lower.

Section 218 Load: Electrical power that is supplied in compliance with California Public Utilities Code Section 218. Public Utilities Code Section 218 defines an "Electric Corporation" and provides conditions under which a transaction involving a Generating Facility would not classify a Producer as an Electric Corporation. These conditions relate to "over-the-fence" sale of electricity from a Generating Facility without using MVU's Distribution System.

Short Circuit (Current) Contribution Ratio (SCCR): The ratio of the Generating Facility's short circuit contribution to the short circuit contribution provided through MVU's Distribution System for a three-phase fault at the high voltage side of the distribution transformer connecting the Generating Facility to MVU's system.

Simplified Interconnection: Interconnection conforming to the Initial Review requirements under this Rule, as determined by Section I.

Single Line Diagram; Single Line Drawing: A schematic drawing, showing the major electric switchgear, Protective Function devices, wires, Generators, transformers and other devices, providing sufficient detail to communicate to a qualified engineer the essential design and safety of the system being considered.

Special Facilities: As defined in MVU's Rules governing Special Facilities.

Starting Voltage Drop: The percentage voltage drop at a specified point resulting from In-rush Current. The Starting Voltage Drop can also be expressed in volts on a particular base voltage, (e.g., 6 volts on a 120-volt base, yielding a 5% drop).

Supplemental Review: A process wherein MVU further reviews an Application that fails one or more of the Initial Review Process steps. The Supplemental Review may result in one of the following: (a) approval of Interconnection; (b) approval of Interconnection with additional requirements; or (c) required modifications for interconnection.

System Integrity: The condition under which MVU's Distribution System is deemed safe and can reliably perform its intended functions in accordance with the safety and reliability rules of MVU.

Telemetry: The electrical or electronic transmittal of Metering data in real-time to MVU.

Transfer Trip: A Protective Function that trips a Generating Facility remotely by means of an automated communications link controlled by MVU.

Type Test: A test performed on a sample of a particular model of a device to verify specific aspects of its design, construction and performance.

Unintended Island: The creation of an island, usually following a loss of a portion of MVU's Distribution System, without the approval of MVU.

Unsafe Operating Conditions: Conditions that, if left uncorrected, could result in hard to personnel, damage to equipment, loss of System Integrity or operation outside pre-established parameters required by the Interconnection Agreement.

Visible Disconnect: An electrical switching device that can separate the Generating Facility from the Distribution System and is designed to allow visible verification that separation has been accomplished. This requirement can be met by opening the enclosure to observe the contact separation.

C. GENERAL REQUIREMENTS

1. Authorization Required to Operate:

A Producer must comply with this Rule and receive MVU's express written permission before Parallel Operation of its Generating Facility with MVU's Distribution System. MVU shall apply this Rule in a non-discriminatory manner and shall not unreasonably withhold its permission for Parallel Operation of Producer's Generating Facility with MVU's Distribution System.

2. Access to Premises:

MVU may enter Customer's premises without prior notice (a) to inspect, at all reasonable hours, Customer's protective devices and read or test any meter for the Facility and (b) to

disconnect, at any time, without notice, the Facility if, in MVU's sole opinion, a hazardous condition exists and that immediate action is necessary to protect persons, or MVU's facilities, or property of others from damage or interference caused by (1) Customer's Facility, or (2) Customer's failure to comply with the requirements of this Rule.

3. Separate Agreements Required for Other Services:

Producer requiring other electric services from MVU including, but not limited to, Distribution Service during periods of curtailment or interruption of the Producer's Generating Facility, will comply with these Rules and agrees to abide by all requirements as set forth by MVU for such services in accordance with MVU's City Council-approved Electric Rules.

4. Transmission Service Not Provided with Interconnection:

Interconnection with MVU's Distribution System under this Rule does not provide a Producer any rights to utilize MVU's System for the transmission, distribution, or wheeling of electric power.

5. Design Reviews and Inspections:

MVU shall have the right to review the design of a Producer's Generating and/or Interconnection Facilities and to inspect a Producer's Generating and/or Interconnection Facilities prior to the commencement of Parallel Operation with MVU's Distribution System. MVU may require a Producer to make modifications as necessary to comply with the requirements of this Rule. MVU's review and authorization for Parallel Operation shall not be construed as confirming or endorsing the Producer's design or as warranting the Generating and/or Interconnection Facilities' safety, durability or reliability. MVU shall not, by reason of such review or lack of review, be responsible for the strength, adequacy or capacity of such equipment.

6. Design Requirements:

- a. Customer's Facility, and all portions of it used to provide or distribute electrical power and parallel interconnection with MVU's distribution equipment shall be designed, installed, constructed, operated, and maintained in compliance with this Rule. Compliance with this section is mandatory.
- b. Customer shall conform to all applicable solar or wind electrical generating system safety and performance standards established by this rule, the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), and accredited testing laboratories such as Underwriters Laboratories, and where applicable, rules of the Public Utilities Commission regarding safety and reliability, and applicable building codes.

7. Testing and Compliance:

Generating facilities must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories. All generating facilities must have a warranty of at least 10 years for all equipment and the associated installation from the system provider (not from MVU). All major solar system components (including

PV panels and other generation equipment, inverters and meters) must be on the verified equipment list maintained by the CEC. Any other equipment, as determined by MVU, must be verified as having safety certification from a Nationally Recognized Testing Laboratory.

8. Sized to offset all or part of load:

The customer's generating facilities must be sized to offset part or all of the customer's own electrical requirements and cannot be oversized.

9. Transferability of Generating Facility:

A new customer of record who owns, rents, or leases a premise that includes a generating facility that was approved by MVU for parallel operation prior to the new customer moving in and/or taking electric service with MVU will take service under this Schedule as long as the requirements of this Schedule are met. This provision also applies to premises where the developer/contractor establishes the interconnection.

10. System Modifications:

Existing generating facilities currently under a legacy NEM Schedule that are modified such that: (1) the generating capacity or output increases by 10% or more; or (2) adding battery storage will be placed under the most recent NEM Schedule.

11. NEM Schedule Agreement:

Existing customers under a legacy NEM schedule will remain under their legacy Schedule for a period of fifteen (15) years from the original year in which their generating facility was interconnected to MVU's grid as determined from the date the customer received the permission to operate (PTO), and then will be switched to the most recent NEM schedule or any otherwise applicable rate schedule. Existing customers under Schedule NEM can request to be placed under the most recent NEM Schedule at any time; the customer's account will be trued up at the time of the request. This means that any outstanding balance due or credit due will be applied to the next regular billing.

12. Interruption or Reduction of Deliveries:

- a. MVU shall not be obligated to accept, and MVU may require Customer to interrupt or reduce, deliveries of energy to MVU: (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of MVU's equipment or part of the MVU system; or (b) if MVU determines that curtailment, interruption, or reduction of receipt of energy from Customer's Facility is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.
- b. Notwithstanding any other provision of this Rule, if at any time MVU, in its sole discretion, determines that either (a) the Facility may endanger MVU personnel or members of the general public, or (b) the continued operation of Customer's Facility may impair the integrity of MVU's electric distribution system, MVU shall have the right to disconnect Customer's Facility from MVU's electric distribution system. Customer's Facility shall remain disconnected until such time as MVU is satisfied that the condition(s) referenced in (a) or (b) of this paragraph have been corrected, and MVU shall

not be obligated to compensate Customer for any loss of use of generation or energy during any and all periods of such disconnection.

13. Maintenance and Permits:

Customer shall: (a) maintain the Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, requirements of Section 5 above, and (b) to the extent that future requirements may require, obtain any governmental authorizations or permits required for the operation of the Facility. Customer shall reimburse MVU for any and all losses, damages, claims, penalties, or liability MVU incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Customer's Facility.

14. Indemnity and Liability by Customer:

- a. Customer shall indemnify and hold MVU, its directors, officers, agents and employees harmless against all loss, damages expense and liability to third persons for injury to or death of persons or injury to property caused by the Customer's engineering design, construction, installation, ownership, maintenance or operations of the Facility in connection with this Agreement by reason of omission or negligence, whether active or passive. Customer shall, on MVU's request, defend any suit asserting a claim covered by this indemnity. Customer shall pay all costs that may be incurred by MVU in enforcing this indemnity.
- b. Neither MVU, its officers, agents nor employees shall be liable for any claims, demands, costs, losses, causes of action, or any other construction, ownership, maintenance or operation of, or making of replacements, additions or betterment to, Customer's Facility except to the extent actually caused by the sole and gross negligence of the MVU.
- c. Neither MVU, its officers, agents nor employees shall be liable for damages of any kind to the Facility caused by any electrical disturbance of the MVU system or on the system of another, whether or not the electrical disturbance results from the negligence of MVU.

D. PROTECTION REQUIREMENTS

1. General Interconnection and Protective Function Requirements

The Protective Functions and requirements of this Rule are designed to protect MVU's Distribution System and not the Generating Facility. A Producer shall be solely responsible for providing adequate protection for its Generating Facility and Interconnection Facilities. The Producer's Protective Functions shall not impact the operation of other Protective Functions utilized on MVU's Distribution System in a manner that would affect MVU's capability of providing reliable service to its Customers.

a. Protective Functions Required Generating Facilities operating in parallel with MVU's Distribution System shall be equipped with the following Protective Functions to sense abnormal conditions on MVU's Distribution System and cause the Generating Facility to be automatically disconnected from MVU's Distribution System or to prevent the Generating Facility from being connected to MVU's Distribution System inappropriately:

- 1) Over and under voltage trip functions and over and under frequency trip functions;
- 2) A voltage and frequency sensing and time-delay function to prevent the Generating Facility from energizing a de-energized Distribution System circuit and to prevent the Generating Facility from reconnecting with MVU's Distribution System unless MVU's Distribution System service voltage and frequency is within the Voltage Range of 106V to 127V (on a 120V basis), inclusive, and a frequency range of 59.3 Hz to 60.5 Hz, inclusive, and are stable for at least 60 seconds; and
- 3) A function to prevent the Generating Facility from contributing to the formation of an Unintended Island and cease to energize the MVU's Distribution System within two seconds of the formation of an Unintended Island.

The Generating Facility shall cease to energize MVU's Distribution System for faults on MVU's Distribution System circuit to which it is connected. The Generating Facility shall cease to energize MVU's Distribution circuit prior to re-closure by MVU' Distribution System equipment.

b. Momentary Paralleling Generating Facilities. With MVU's approval, the transfer switch or scheme used to transfer the Producer's loads from MVU's Distribution System to Producer's Generating Facility may be used in lieu of the Protective Functions required for Parallel Operation.

c. Purpose of Protective Functions. The Protective Functions and requirements of this Rule are designed to protect MVU's Distribution System and not the Generating Facility. A Producer shall be solely responsible for providing adequate protection for its Generating Facility and Interconnection Facilities. The Producer's protective devices utilized on the Distribution System in a manner that would affect MVU's capability of providing reliable service to its Customers.

d. Suitable Equipment Required. Circuit breakers or other interrupting equipment located at the Point of Common Coupling must be Certified or "Listed" (as defined in Article 100, the Definitions Section of the National Electrical Code) as suitable for their intended application. This includes being

capable of interrupting the maximum available fault current expected at their location. Producer's Generating Facility and Interconnection Facilities shall be designed so that the failure of any single device or component shall not potentially compromise the safety and reliability of MVU's Distribution System.

- e. **Visible Disconnect Required.** When required by MVU's operating practices, the Producer shall furnish and install a ganged, manually-operated isolating switch (or a comparable device mutually agreed upon by MVU and the Producer) near the Point of Interconnection to isolate the Generating Facility from MVU's Distribution System. The device does not have to be rated for load break nor provide over-current protection.

The device must:

- 1) allow visible verification that separation has been accomplished. (This requirement may be met by opening the enclosure to observe contact separation.)
- 2) include markings or signage that clearly indicate open and closed positions.
- 3) be capable of being reached quickly and conveniently 24 hours a day by MVU personnel for construction, operation, maintenance, inspection, testing or reading, without obstacles or requiring those seeking access to obtain keys, special permission, or security clearances.
- 4) be capable of being locked in the open position.
- 5) be clearly marked on the submitted single line diagram and its type and location approved by the MVU prior to installation. If the device is not adjacent to the Point of Common Coupling, permanent signage must be installed at an MVU-approved location providing a clear description of the location of the device.

Generating Facilities with Non-Islanding inverters totaling one (1) kilovolt-ampere (kVA) or less are exempt from this requirement.

- f. **Drawings Required.** Prior to Parallel Operation or Momentary Parallel Operation of the Generating Facility, MVU shall approve the Producer's Protective Function and control diagrams. Generating Facilities equipped with Protective Functions and a control scheme previously approved by MVU for system-wide application or only Certified Equipment may satisfy this requirement by reference to previously approved drawings and diagrams.

- g. **Generating Facility Conditions Not Identified.** In the event this Rule does not address the Interconnection conditions for a particular Generating Facility, MVU and Producer may agree upon other arrangements.

2. Prevention of Interference:

The Producer shall not operate Generating or Interconnection Facilities that superimpose a voltage or current waveform upon MVU's Distribution System that interferes with MVU operations, service to MVU customers, or communication facilities. If such interference occurs, the Producer must diligently pursue and take corrective action at its own expense after being given notice and reasonable time to do so by MVU. If the Producer does not take corrective action in a timely manner, or continues to operate the facilities causing interference without restriction or limit, MVU may, without liability, disconnect the Producer's facilities from MVU's Distribution System. To eliminate undesirable interference caused by its operation, each Generating Facility shall meet the following criteria:

- a. **Voltage Regulation:** The Generating Facility shall not actively regulate the voltage at the Point of Common Coupling while in parallel with MVU's Distribution System.
- b. **Operating Voltage Range:** The voltage ranges in Table D.1 define protective trip limits for the Protective Function and are not intended to define or imply a voltage regulation Function. Generating Facilities shall cease to energize MVU's Distribution System within the prescribed trip time whenever the voltage at the Point of Common Coupling deviates from the allowable voltage operating range. The Protective Function shall detect and respond to voltage on all phases to which the Generating Facility is connected.
- 1) Generating Facilities (30 kVA or less). Generating Facilities with a Gross Nameplate Rating of 30 kVA or less shall be capable of operating within the voltage range normally experienced on MVU's Distribution System. The operating range shall be selected in a manner that minimizes nuisance tripping between 106 volts and 132 volts on a 120-volt base (88%-110% of nominal voltage). Voltage shall be detected at either the Point of Common Coupling or the Point of Interconnection.
 - 2) Generating Facilities (greater than 30 kVA). MVU may require adjustable operating voltage settings. In the absence of such requirements, the Generating Facility shall operate at a range between 88% and 110% of the applicable interconnection voltage. Voltage shall be detected at either the Point of Common Coupling or the Point of Interconnection, with settings compensated to

account for the voltage at the Point of Common Coupling, Generating Facilities that are Certified Non-Islanding or that meet one of the options of the Export Screen (Section I.3.b) may detect voltage at the Point of Interconnection without compensation.

- 3) Voltage Disturbances. Whenever MVU's Distribution System voltage at the Point of Common Coupling varies from and remains outside normal (nominally 120 volts) for the predetermined parameters set forth in Table D-1, the Generating Facility's Protective Functions shall cause the Generator(s) to become isolated from MVU's Distribution System:

Table D.1 Voltage Trip Settings

Voltage at Point of Common Coupling		Maximum Trip Time* # of Cycles	
(Assuming 120 V Base)	% of Nominal Voltage	(Assuming 60Hz Nominal)	Seconds
Less than 60 Volts	Less than 50%	10 Cycles	0.16 Seconds
Greater than or equal to 60 volts but less than 106 volts	Greater than or equal to 50% but less than 88%	120 Cycles	2 Seconds
Greater than or equal to 106 volts but less than 132 volts	Greater than or equal to 88% but less than 110%	Normal Operation	
Greater than or equal to 132 volts but less than 144 volts	Greater than or equal to 110% but less than 120%	120 Cycles	2 Seconds
Greater than 144Volts	Greater than 120%	10 Cycles	0.16 Seconds

* "Maximum Trip time" refers to the time between the onset of the abnormal condition and the Generating Facility ceasing to energize MVU's Distribution System. Protective Function sensing equipment and circuits may remain connected to MVU's Distribution System to allow sensing of electrical conditions for use by the "reconnect" feature. The purpose of the allowed time delay is to allow a Generating Facility to "ride through" short-term disturbances to avoid nuisance tripping. Set points shall not be user adjustable (though they may be field adjustable by qualified personnel). For Generating Facilities with a Gross Nameplate Rating greater than 30 kVA, set points shall be field adjustable and different voltage set points and trip times from those in Table D.1 may be negotiated with MVU.

- c. **Paralleling.** The Generating Facility shall parallel with MVU's Distribution System without causing a voltage fluctuation at the Point of Common Coupling greater than $\pm 5\%$ of the prevailing voltage level of MVU's Distribution System at the Point of Common Coupling.

- d. **Flicker.** The Generating Facility shall not create objectionable flicker for other customers on MVU's Distribution System. To minimize the adverse voltage effects experienced by other customers (IEEE1547-4.3.2), flicker at the Point of Common Coupling caused by the Generating Facility should not exceed the limits defined by the "Maximum Borderline of Irritation Curve" identified in IEEE 519-1992 (IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems, IEEE STD 519-1992). This requirement is necessary to minimize the adverse voltage affects experienced by other customers on MVU's Distribution System. Generators may be connected and brought up to synchronous speed (as an induction motor) provided these flicker limits are not exceeded.
- e. **Integration with MVU's Distribution System Grounding.** The grounding scheme of the Generating Facility interconnection shall not cause over-voltages that exceed the rating of the equipment connected to the MVU's Distribution System and shall not disrupt the coordination of the ground fault protection on the MVU's Distribution System (IEEE1547-4.1.2) (See Section I.3.h).
- f. **Frequency:** MVU controls system frequency, and the Generating Facility shall operate in synchronism with the MVU's Distribution System. Whenever MVU's Distribution System frequency at the Point of Common Coupling is outside of the acceptable operating range (59.3-60.5 Hertz) for more than ten cycles, the Generating Facility's Protective Functions shall cease to energize MVU's Distribution System.
- g. **Harmonics.** Harmonic distortion shall be in compliance with IEEE 519.
- h. **Direct Current Injection.** Generating Facilities should not inject direct current greater than 0.5% of rated output current into MVU's Distribution System.
- i. **Power Factor.** Each Generator in a Generating Facility shall be capable of operating at some point within a power factor range from 0.9 leading to 0.9 lagging. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under Rate Schedule by MVU. The Producer shall notify MVU if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Producer and MVU, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with MVU's Distribution System.
- j. **Unintended Islanding.** Generating Facilities must mitigate their potential contribution to an Unintended Island. This can be accomplished by one of the following options: (1) incorporating certified Non-Islanding control functions into the Protective Functions, or (2) installation of non-export

relays and protective equipment or (3) verifying that local loads always sufficiently exceed the Net Nameplate Rating of the Generating Facility.

- k. **Fault Detection.** A Generating Facility shall be equipped with Protective Functions designed to detect Distribution System faults, both line-to-line and line-to-ground, and promptly cease to energize the Distribution System in the event of a fault. For a Generating Facility that cannot detect these faults within two seconds, a transfer trip or equivalent function may be required. Reclose-blocking of MVU's affected recloser(s) may also be required.

3. Technology Specific Requirements:

- a. **Three-Phase Synchronous Generators.** For three-phase Generators, the Generating Facility circuit breakers shall be three-phase devices with electronic or electromechanical control. The Producer shall be responsible for properly synchronizing its Generating Facility with MVU's Distribution System by means of either manual or automatic synchronizing equipment. Automatic synchronizing is required for all synchronous Generators that have a Short Circuit Contribution Ratio (SCCR) exceeding 0.05. Loss of synchronism protection is not required except as may be necessary to meet Section D.2.d (Flicker) (IEEE1547-4.2.5). Unless otherwise agreed upon by the Producer and MVU, synchronous Generators shall automatically regulate power factor, not voltage, while operating in parallel with MVU's Distribution System. A power system stabilization function is specifically not required for Generating Facilities under 10 MW Net Nameplate Rating.
- b. **Induction Generators.** Induction Generators (except self-excited Induction Generators) do not require a synchronizing Function. Starting or rapid load fluctuations on induction generators can adversely impact MVU's Distribution System's voltage. Corrective step-switched capacitors or other techniques may be necessary and may cause undesirable ferro-resonance. When these counter measures (e.g., additional capacitors) are installed on the Producer's side of the Point of Common Coupling, MVU must review these measures. Additional equipment may be required as determined in a Supplemental Review or an Interconnection Study.
- c. **Inverters.** Utility-interactive inverters do not require separate synchronizing equipment. Non-utility-interactive or "stand-alone" inverters shall not be used for Parallel Operation with MVU's Distribution System.
- d. **Single-Phase Generators.** For single-phase Generators connected to a shared single-phase secondary system, the maximum Net Nameplate Rating of the Generating Facilities shall be 20 kVA. Generators connected to a center-tapped neutral 240-volt service must be installed such that no more than 6 kVA of imbalanced power is applied to the two "legs" of the 240-volt service. For Dedicated Distribution Transformer services, the maximum Net Nameplate

Rating of a single-phase Generating Facility shall be the transformer nameplate rating.

E. INTERCONNECTION FACILITIES AND DISTRIBUTION SYSTEM MODIFICATIONS

1. Scope and Ownership of Interconnection Facilities and Distribution System Modifications

- a. **Scope.** Parallel Operation of Generating Facilities may require Interconnection Facilities or modifications to MVU's Distribution System ("Distribution System modifications"). The type, extent and costs of Interconnection Facilities and Distribution System modifications shall be consistent with this Rule and determined through the Supplemental Review and/or Interconnection Studies described in the application process.
- b. **Ownership.** Interconnection Facilities installed on Producer's side of the Point of Common Coupling may be owned, operated and maintained by the Producer or MVU. Interconnection Facilities installed on MVU's side of the Point of Common Coupling and Distribution System modifications shall be owned, operated and maintained only by MVU.

2. Responsibility of Costs of Interconnecting a Generating Facility

- a. **Review, Study, and Additional Commissioning Test Verification (pre-parallel inspections) Costs.** A producer shall be responsible for the reasonably incurred costs of the review's studies, and additional Commissioning Test verifications (pre-parallel inspections) conducted pursuant to the application section of this Rule. If the initial Commissioning Test verification (pre-parallel inspection) is not successful through no fault of MVU, MVU may impose upon the Producer a cost-based charge for subsequent Commissioning Test verifications (pre-parallel inspections). All Costs for additional Commissioning Test verifications (pre-parallel inspections) shall be paid by Producer within thirty days of receipt of MVU's invoice. Additional costs, if any, will be specified on the invoice. If the initial Commissioning test (pre-parallel inspection) is not successful through the fault of the MVU, that visit will not be considered the initial Commissioning Test (pre-parallel inspection).
- b. **Facility Costs.** A Producer shall be responsible for all costs associated with Interconnection Facilities owned by the Producer. The Producer shall also be responsible for any costs reasonably incurred by MVU in providing, operating, or maintaining the Interconnection Facilities and Distribution System modifications required solely for the Interconnection of the Producer's Generating Facility with MVU's Distribution System.

- c. **Separation of Costs.** Should MVU combine the installation of Interconnection Facilities or Distribution System modifications required for the Interconnection of a Generating Facility with modifications to MVU's Distribution System to serve other Customers or Producers, MVU shall not include the costs of such separate or incremental facilities in the amounts billed to the Producer.

3. Installation of Interconnection Facilities and Distribution System Modifications

- a. **Agreement Required.** The costs for Interconnection Facilities and Distribution System modifications shall be paid by the Producer pursuant to the provisions contained in the Interconnection Agreement. Where the type and extent of the Interconnection Facilities and Distribution System Improvements warrant additional detail, the detail shall be found in a separate agreement between the Producer and MVU, and MVU's applicable rate schedules and rules for Added Facilities.
- b. **Interconnection Facilities and Distribution System Modifications.** Except as provided for in Section E.3.c. of this Rule, Interconnection Facilities connected to MVU's side of the Point of Common Coupling and Distribution System modifications shall be provided, installed, owned and maintained by MVU at Producer's expense.
- c. **Third-Party Installations.** Subject to the approval of MVU, a Producer may at its option employ a qualified contractor to provide and install Interconnection Facilities or Producer paid Distribution System modifications, to be owned and operated by MVU, on MVU's side of the Point of Common Coupling. Such Interconnection Facilities and Distribution System modifications shall be installed in accordance with MVU's design and specifications. Upon final inspection and acceptance by MVU, the Producer shall transfer ownership of such Producer installed Interconnection Facilities or Distribution System modifications to MVU and such facilities shall thereafter be owned and maintained by MVU. The Producer shall pay MVU's reasonable cost of design, administration, and monitoring of the installation for such facilities to ensure compliance with MVU's requirements. The Producer shall also be responsible for all costs associated with the transfer of Producer installed Interconnection Facilities and Distribution System modifications to MVU.

F. METERING, MONITORING AND TELEMETRY

- 1. **General Requirements:** All Generating Facilities shall be metered in accordance with this Section F and shall meet all applicable standards of MVU contained in MVU's applicable rules and published MVU manuals dealing with specifications.

2. **Metering By Non-MVU Parties:** The ownership, installation, operation, reading and testing of revenue Metering Equipment for Generating Facilities shall be by MVU.
3. **Net Generation Output Metering (NGOM):** Generating Facilities' customers may be required to install NGOM for evaluation, monitoring and verification purposes, to satisfy applicable CAISO reliability requirements, and for Distribution System planning and operations.

The relevant factors in determining the need for NGOM are as listed below:

- a. Data requirements in proportion to need for information;
- b. Producer's election to install equipment that adequately addresses MVU's operational requirements;
- c. Accuracy and type of required Metering consistent with purposes of collecting data;
- d. Cost of Metering relative to the need for and accuracy of the data;
- e. The Generating Facility's size relative to the cost of the Meter/monitoring;
- f. Other means of obtaining the data (e.g., Generating Facility logs, proxy data etc.);
- g. Requirements under any interconnection Agreement with the Producer.

The requirements in this Section may not apply to Metering of Generating Facilities operating under MVU's Net Energy Metering Rate Schedule pursuant to the California Public Utilities Cod Section 2827, et seq. Nothing in this Section F.3 supersedes Section B.4.

4. **Point of Common Coupling Metering:** For purposes of assessing MVU charges for retail service, the Producer's PCC Metering shall be a bi-directional meter so that power deliveries to and from the Producer's site can be separately recorded. Alternately, the Producer may, at its sole option and cost, require MVU to install multi-metering equipment to separately record power deliveries to MVU's Distribution System and retail purchases from MVU. Where necessary, such PCC Metering shall be designed to prevent reverse registration.
5. **Telemetry:** If the nameplate rating of the Generating Facility is 1 MW or greater, Telemetry equipment at the Net Generator Output Metering location may be required at the Producer's expense. If the Generating Facility is Interconnected to a portion of MVU's Distribution System operating at a voltage below 10 kV, then Telemetry equipment may be required on Generating Facilities 250 kW or greater. MVU shall only require Telemetry to the extent

that less intrusive and/or more cost effective options for providing the necessary data in real time are not available.

6. **Location:** Where MVU-owned Metering is located on the Producer's premises, Producer shall provide, at no expense to MVU, a suitable location for all such Metering Equipment.
7. **Costs of Metering:** The Producer will bear all costs of the Metering required by this Rule, including the incremental costs of operating and maintaining the Metering Equipment.

G. DISPUTE RESOLUTION PROCESS

The following procedures will apply for disputes arising from this Rule:

1. The City Council shall have jurisdiction to interpret, add, delete or modify any provision of this Rule or of any agreements entered into between MVU and the Producer to implement this Rate Schedule ("The Implementing Agreements") and to resolve disputes regarding MVU's performance of its obligations under its rules, the applicable agreements, and requirements related to the Interconnection of the Producer's Generating or Interconnection Facilities pursuant to this Rule.
2. The dispute shall be submitted in writing by the Producer to MVU. Authorized representatives from both Parties shall meet and confer to try to resolve the dispute. If the Parties cannot resolve the dispute, the dispute will be submitted to the City Council for resolution. Their decision shall be final.
3. Pending resolution of any dispute under this Section, the Parties shall proceed diligently with the performance of their respective obligations under this Rule and the Implementing Agreements, unless the Implementing Agreements have been terminated. Disputes as to the application and implementation of this Section shall be subject to resolution pursuant to the procedures set forth in this Section.

H. SYSTEM SIZING REQUIREMENTS

1. Residential Systems

Residential Systems must be designed such that they do not produce more power than they consume on an annual basis. This means that the estimated output of the generating facility, using the CEC-AC nameplate rating for inverter-based generating facilities, must not exceed the customer's previous annual usage in kWh. In the event that there is less than 12 months of previous recorded usage data, the following equation will be used to determine the maximum allowable CEC-AC nameplate rating for the inverter-based generating facility in watts:

$$1692 * [\text{Number of Dwelling Units}] + .75 * [\text{Dwelling conditioned floor area in square feet}]$$

2. Commercial or Industrial Systems

a. Expedited Interconnection

The estimated output of the Generating Facility must not exceed 50% of the customer's verified annual minimum daytime load. If there is less than 12 months of previous recorded usage data, the maximum allowable size in watts will be determined by MVU through Supplemental Review.

b. Supplemental Review Required

The estimated output of the Generating Facility must not exceed 75% of the customer's verified annual minimum daytime load and the customer will be installing either battery storage systems or non-export equipment ensuring that the facility does not export energy across the Point of Common Coupling. If there is less than 12 months of previous recorded usage data, the maximum allowable size in watts of the generation system and amount of required storage will be determined by MVU during the Supplemental Review process.

I. APPLICATION AND INTERCONNECTION PROCESS

1. Application Process

- a. **Applicant Initiates Contact with MVU.** Upon request, MVU will provide information and documents (such as requirements, Application, technical information, listing of Certified Equipment, Initial and Supplemental Review deposit information, applicable tariff schedules, Metering requirements and Rules) to a potential Applicant. Unless otherwise agreed upon, all such information shall normally be sent to an Applicant within three (3) business days following the initial request from the Applicant. MVU will establish an individual representative as the single point of contact for the Applicant but may allocate responsibilities among its staff to best coordinate the Interconnection of an Applicant's Generating Facility.
- b. **Applicant Completes an Application:** All Applicants shall complete and file an Application and supply any relevant additional information requested by MVU. Application Fees will be determined in accordance with the fee schedule.
 - i. Normally, within 10 business days of receiving the Application, MVU shall acknowledge its receipt and state whether the Application has been completed adequately. If defects are noted, MVU and Applicant shall cooperate in a timely manner to establish a satisfactory Application.

- ii. Fifty Percent of the deposit associated with the Initial Review will be returned to the Applicant if the Application is rejected by MVU exactly as submitted or the Applicant retracts the Application.
- iii. The Applicant may propose and MVU may negotiate specific costs for processing non-standard applications such as multi-units, multi-sites, or otherwise as conditions warrant. The fees for the Initial Review and Supplemental Review contained in the fee schedule do not apply in these situations.
- iv. Applications that are over one year old (from the date of MVU's acknowledgement) without a completed application, or a Generating Facility that has not been approved for parallel operation within one year of completion of all applicable review and/or studies are subject to cancellation by MVU; however, MVU may not cancel an Application if the Producer provides reasonable evidence that the project is still active.

c. MVU Performs Expedited or Supplemental Review

- i. Upon receipt of a satisfactorily completed Application and any additional information necessary to evaluate the Interconnection of a Generating Facility, MVU shall perform an Initial Review using the process defined in Section I. The Initial Review determines if: (a) the Generating Facility qualifies for Simplified Interconnection; or (b) the Generating Facility requires a Supplemental Review.
- ii. MVU shall complete its Initial Review, absent any extraordinary circumstances, within 10 business days after its determination that the Application is complete. If the Initial Review determines the proposed Generating Facility can be Interconnected by means of a Simplified Interconnection, MVU will provide the Applicant with an Interconnection Authorization.
- iii. If the Generating Facility does not pass the Initial Review for Simplified Interconnection as proposed, MVU will notify the applicant and perform a Supplemental Review as described in Section I. Applicant shall pay an additional fee for the Supplemental Review, unless the Application is withdrawn. The Supplemental Review will result in MVU providing either: (a) Interconnection requirements beyond those for a Simplified Interconnection, and an Interconnection Authorization; or (b) a cost estimate and schedule for an Interconnection Study. The Supplemental Review shall be completed, absent any extraordinary circumstances, within 20 business days of receipt of a completed Application and fees.

2. Interconnection Process

- a. Applicant shall comply with the Interconnection Requirements as stated in this Rule. MVU shall review with the Applicant all requirements for Interconnection and Net Energy Metering appropriate for the Applicant's Generating Facility and desired mode of operation. These requirements are detailed in Electric Rule 21A, Interconnection Rules, Terms & Conditions. Electric Rule 21A sets forth MVU's and the Applicant's responsibilities, completion schedules, and fixed price or estimated costs for the required work.
- b. Where Applicable (for commercial systems greater than 1MW), MVU or Producer Installs Required Interconnection Facilities or Modifies MVU's Distribution System. After executing the applicable agreements, MVU or Producer will commence construction/ installation of MVU's Distribution System modifications or Interconnection Facilities which have been identified in the agreement and application. The parties will use good faith efforts to meet schedules and estimated costs as appropriate.
- c. Producer Arranges for and Completes Commissioning Testing of Generating Facility and Producer's Interconnection Facilities. The Producer is responsible for testing new Generating Facilities and associated Interconnection Facilities according to Section J.5 to ensure compliance with the safety and reliability provisions of this Rule prior to being operated in parallel with MVU's Distribution System. For non-Certified Equipment, the Producer shall develop a written testing plan to be submitted to MVU for its review and acceptance. Alternatively, the Producer and MVU may agree to have MVU conduct the required testing at the Producer's expense. Where applicable, the test plan shall include the installation test procedures published by the manufacturer of the generation or Interconnection equipment. Facility testing shall be conducted at a mutually agreeable time, and depending on who conducts the test, MVU or Producer shall be given the opportunity to witness the tests.
- d. MVU Authorizes Parallel Operation or Momentary Parallel Operation. MVU shall authorize the Producer's Generating Facility for Parallel Operation or Momentary Parallel Operation with MVU's Distribution System, in writing, within 5 calendar days of satisfactory compliance with the terms of all applicable Rules. Compliance may include, but not be limited to, provision of any required documentation and satisfactorily completing any required inspections or tests as described herein or in the agreements formed between the Producer and MVU. A Producer shall not commence Parallel Operation of its Generating Facility with MVU's system unless it has received MVU's express written permission to do so.
- e. For Net Energy Metering Generating facilities, MVU authorization for Parallel Operation shall normally be provided no later than 30 business days following

MVU's receipt of 1) a completed Net Energy Metering Application including all supporting documents and required payments; 2) a completed signed Net Energy Metering Interconnection Agreement; and 3) evidence of the Producer's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. If the 30-day period cannot be met, the MVU shall notify the Applicant and the Commission.

J. REVIEW PROCESS FOR APPLICATIONS TO INTERCONNECT GENERATION FACILITIES

1. Introduction

This Review Process allows for rapid approval for the interconnection of those Generating Facilities that do not require an Interconnection Study. The review process includes a screening to determine if a Supplemental Review is required.

Note: Failure to pass any step of the review process means only that further review and/or studies are required before the Generating Facility can be approved for Interconnection with MVU's Distribution System. It does not mean that the Generating Facility cannot be Interconnected. Though not explicitly covered in the Initial Review Process the Generating Facility shall be designed to meet all of the applicable requirements in Section D.

2. Purpose

The review determines the following:

- a. If a Generating Facility qualifies for Simplified Interconnection;
- b. If a Generating Facility can be made to qualify for Interconnection with a Supplemental Review determining any additional requirements; or
- c. If an Interconnection Study is required, the cost estimate and schedule for performing the Interconnection Study.

3. Review Process:

- a. If the Application has sufficient data and the design meets the size restrictions for Residential Service, or Expedited Interconnection for Commercial or Industrial Service per Section H. The application qualifies for Simplified Interconnection.
- b. If the Application is requesting service under any of the additional authorized uses, MVU will perform Supplemental Review to provide feedback to the Applicant for next steps to follow in the Interconnection Process.

K. CERTIFICATION AND TESTING CRITERIA

1. INTRODUCTION

This Section describes the test procedures and requirements for equipment used for the Interconnection of Generating Facilities to MVU's Distribution System. Included are Type Testing, Production Testing, Commissioning Testing and Periodic Testing. The procedures listed rely heavily on those described in appropriate Underwriters Laboratory (UL), Institute of Electrical and Electronic Engineers (IEEE), and International Electrotechnical Commission (IEC) documents—most notably UL 1741 and IEEE 929, as well as the testing described in *May 1999 New York State Public Services Commission Standardized Interconnection Requirements*. As noted in Section A, this rule has been revised to be consistent with ANSI/IEEE 1547-2003 *Standard for Interconnecting Distributed Resources with Electric Power Systems*.

The tests described here, together with the technical requirements in Section D of this Rule, are intended to provide assurance that the Generating Facility's equipment will not adversely affect MVU's Distribution System and that a Generating Facility will cease providing power to MVU's Distribution System under abnormal conditions. The tests were developed assuming a low level of Generating Facility penetration or number of connections to MVU's Distribution System. At high levels of Generating Facility penetration, additional requirements and corresponding test procedures may need to be defined.

Section J also provides criteria for "Certifying" Generators or inverters. Once a Generator or inverter has been Certified per this Rule, it may be considered suitable for Interconnection with MVU's Distribution System. Subject to the exceptions described in Section J, MVU will not repeat the design review or require retesting of such Certified Equipment. It should be noted that the Certification process is intended to facilitate Generating Facility Interconnections. Certification is not a prerequisite to interconnect a Generating Facility.

The revisions made to this rule relative to IEEE 1547-2003 have resulted in changes in set points, test criteria, test procedures, and other requirements that will impact previously certified or listed equipment as well as equipment currently under evaluation. These changes were made to provide consistency with IEEE 1547. Equipment that is certified or that has been submitted to a Nationally Recognized Testing Laboratory (NRTL) for testing prior to the adoption of the revised Underwriters Laboratories (UL) 1741 titled Inverters, Converters, Controllers and Interconnection Systems Equipment for use with Distributed Energy Resources and that subsequently meet the provisions Rule 21 certification requirements will continue to be accepted as Certified Equipment for Interconnection Applications submitted through May 7, 2007, the effective date of the revised UL 1741. [this change will be incorporated by Advice Letter in Dec. 2005]

2. CERTIFIED AND NON-CERTIFIED INTERCONNECTION EQUIPMENT
 - a. Certified Equipment

Equipment tested and approved (e.g., “Listed”) by an accredited NRTL as having met both the Type Testing and Production Testing requirements described in this document is considered to be Certified Equipment for purposes of Interconnection with MVU’s Distribution System. Certification may apply to either a pre-packaged system or an assembly of components that address the necessary functions. Type Testing may be done in the manufactures’ factory or test laboratory, or in the field. At the discretion of the testing laboratory, field-certification may apply only to the particular installation tested. In such cases, some or all of the tests may need to be repeated at other installations.

When equipment is certified by a NRTL, the NRTL shall provide to the manufacturer, at a minimum, a Certificate with the following information for each device:

Administrative:

- 1) The effective date of Certification or applicable serial number (range or first in series), and/or other proof that Certification is current;
- 2) Equipment model number(s) of the Certified Equipment;
- 3) The software version utilized in the equipment, if applicable;
- 4) Test procedures specified (including date or revision number); and
- 5) Laboratory accreditation (by whom and to what standard).

Technical (as appropriate):

- 1) Device ratings (kW, kVA, Volts, Amps, etc.);
- 2) Maximum available fault current in Amps;
- 3) In-rush Current in Amps;
- 4) Trip points, if factory set (trip value and timing);
- 5) Trip point and timing ranges for adjustable settings;
- 6) Nominal power factor or range if adjustable;
- 7) If the equipment is Certified for Non-Exporting and the method used (reverse power or under power); and
- 8) If the equipment is Certified Non-Islanding.

It is the responsibility of the equipment manufacturer to ensure that Certification information is made publicly available by the manufacturer, the testing laboratory or by a third party.

b. Non-Certified Equipment

For non-Certified Equipment, some or all of the tests described in this Rule may be required by MVU for each Generating Facility and/or Interconnection Facilities. The manufacturer or a laboratory acceptable to MVU may perform these tests. Test results for Non-Certified Equipment must be submitted to MVU for the Supplemental Review. Approval by MVU for equipment used in a particular Generating Facility and/or Interconnection Facilities does not guarantee MVU's approval for use in other Generating Facility and/or Interconnection Facilities.

3. TYPE TESTING

- a. Type Tests and Criteria for Interconnection Equipment Certification. Type Testing provides a basis for determining that equipment meets the specifications for being designated as Certified Equipment under this Rule. The requirements described in this Section cover only issues related to Interconnection and are not intended to address equipment safety or other issues.

Table J.1. defines the test criteria by Generator or inverter technology. While UL 17411 was written specifically for inverters, the requirements are readily adaptable to synchronous Generators, induction Generators, as well as single/multi-function controllers and protection relays. Until a universal test standard is developed, MVU or NRTL shall adapt the procedures referenced in Table J.1 as appropriate and necessary for a Generating Facility and/or Interconnection Facilities or associated equipment performance and its control and Protective Functions. The tests shall be performed in the sequence shown in Table J.2 below.

Table J.1 Type Tests and Requirements for Interconnection Equipment Certification

Type Test	Reference (1)	Inverter	Synchronous Generator	Induction Generator
Utility Interaction	UL 1741 – 39	X	X	X
DC Isolation	UL 1741 – 40.1	X	-	-
Simulated PV Array (Input) Requirements	UL 1741 – 41.2	X	-	-
Dielectric Voltage Withstand	UL 1741 – 44	X	X	X
Power Factor	UL 1741 – 45.2.2	X	X	X
Harmonic Distortion	UL 1741 – 45.4	X	X	X
DC Injection	UL 1741 – 45.5	X	-	-
Utility Voltage and Frequency Variation	UL 1741 – 46.2	X	X	X
Reset Delay	UL 1741 – 46.2.3	X	X	X
Loss of Control Circuit	UL 1741 – 46.4	X	X	X
Short Circuit	UL 1741 – 47.3	X	X	X
Load Transfer	UL 1741 – 47.7	X	X	X
Surge Withstand Capability	J.3.e	X	X	X
Anti-Islanding	J.3.b	(2)	(2)	(2)
Non-Export	J.3.c	(3)	(3)	(3)
In-rush Current	J.3.d	-	-	(4)
Synchronization	J.3.f	(5)	X	(5)

Table Notes: (1) References are to section numbers in either UL 1741 (Inverters, Converters and Charge Controllers for use in Independent Power Systems) or this Rule. References in UL 1741 to “photovoltaics” or “inverter” may have to be adapted to the other technologies by the testing laboratory to appropriately apply in the tests to other technologies.

(2) Required only if Non-Islanding designation

(3) Required only if Non-Export designation is desired.

(4) Required for Generators that use MVU power to motor to speed.

(5) Required for all self-excited induction Generators as well as Inverters that operate as voltage sources when connected to MVU’s Distribution System.

X = Required , - = Not Required

Table J.2 Type Tests Sequence for Interconnection Equipment Certification

Test No.	Type Test
1	Utility Voltage and Frequency Variation
2	Synchronization
3	Surge Withstand Capability
4	Utility Voltage and Frequency Variation
5	Synchronization
6	Other Required and Optional Tests
Tests 1, 2, and 3, must be done first and in the order shown. Tests 4 and on follow in order convenient to the test agency.	

b. Anti-Islanding Test

Devices that pass the Anti-Islanding test procedure described in UL 1741 Section 46.3 will be considered Non-Islanding for the purposes of these

interconnection requirements. The test is required only for devices for which a Certified Non-Islanding designation is desired.

c. Non-Export Test

Equipment that passes the Non-Export test procedure described in Section J.7.a. will be considered Non-Exporting for the purposes of these Interconnection requirements. This test is required only for equipment for which a Certified Non-Export designation is desired.

d. In-rush Current Test

Generation equipment that utilizes MVU power to motor up to speed will be tested using the procedure defined in Section J.7.b. to determine the maximum current drawn during this startup process. The resulting In-rush Current is used to estimate the Starting Voltage Drop.

e. Surge Withstand Capability Test

The interconnection equipment shall be tested for the surge withstand requirement in D.1.c in all normal operating modes in accordance with IEEE Std C62.45-2002 for equipment rated less than 1000 V to confirm that the surge withstand capability is met by using the selected test level(s) from IEEE Std C62.41.2-2002. Interconnection equipment rated greater than 1000 V shall be tested in accordance with manufacturer or system integrator designated applicable standards. For interconnection equipment signal and control circuits, use IEEE Std C37.90.1-2002. These tests shall confirm the equipment did not fail, did not misoperate, and did not provide misinformation (IEEE1547-5.1.3.2). The location/exposure category for which the equipment has been tested shall be clearly marked on the equipment label or in the equipment documentation. External surge protection may be used to protect the equipment in harsher location/exposure categories.

f. Synchronization Test

This test is applied to synchronous Generators, self-excited induction generators, and inverters capable of operating as voltage-source while connected to MVU's Distribution System. The test is also applied to the resynchronization Function (transition from stand-alone to parallel operation) on equipment that provides such functionality. This test may not need to be performed on both the synchronization and re-synchronization functions if the manufacturers can verify to the satisfaction of the testing organization that monitoring and controls hardware and software are common to both functions. This test is not necessary for induction generators or current-source inverters. Instead, the In-rush Current test Section J.3.d shall be applied to those generators.

This test shall demonstrate that at the moment of the paralleling-device closure, all three synchronization parameters in Table J.3 are within the stated limits.

This test shall also demonstrate that if any of the parameters are outside of the limits stated in the table, the paralleling-device shall not close (IEEE 1547-5.1.2A). The test will start with only one of the three parameters: (1) voltage difference between Generating Facility and MVU’s Distribution System; (2) frequency difference; or (3) phase angle outside of the synchronization specification. Verify that the Generating Facility is brought within specification prior to synchronization. Repeat the test five times for each of the three parameters. For manual synchronization with synch check or manual control with auto synchronization, the test must verify that paralleling does not occur until the parameters are brought within specifications.

Table J.3. Synchronization Parameter Limits [1]

Aggregate Rating of Generator Units (kVA)	Frequency Difference (Δf , Hz)	Voltage Difference (ΔV , %)	Phase Angle Difference ($\Delta \phi$, \square)
0-500	0.3	10	20
> 500-1,500	0.2	5	15
> 1,500-10,000	0.1	3	10

[1] – IEEE 1547-5.1.1B

g. Paralleling Device Withstand Test

The di-electric voltage withstand test specified in Section J.1 shall be performed on the paralleling device to ensure compliance with those requirements specified in Section D.1.c (IEEE 1547-5.1.3.3).

4. Production Testing

As a minimum, each interconnection system shall be subjected to the Utility Voltage and Frequency Variation Test procedure described in UL1741 under Manufacturing and Production Tests, Section 68 and the Synchronization test specified in Section J.3.f Interconnection systems with adjustable set points shall be tested at a single set of set points as specified by the manufacturer. This test may be performed in the factory or as part of a Commissioning Test (Section J.5.).

5. Commissioning Testing

- a. Commissioning Testing, where required, will be performed on-site to verify protective settings and functionality. Upon initial Parallel Operation of a Generating Facility, or any time interface hardware or software is changed that may affect the functions listed below, a Commissioning Test must be performed. An individual qualified in testing protective equipment (professional engineer, factory–certified technician, or licensed electrician with experience in testing protective equipment) must perform Commissioning Testing in accordance with the manufacturer’s

recommended test procedure to verify the settings and requirements per this Rule.

MVU may require written Commissioning test procedure be submitted to MVE at least 10 working days prior to the performance of the Commissioning Test. MVU has the right to witness Commissioning Test, MVU may also require written certification by the installer describing which tests were performed and their results. Protective Functions to be tested during commissioning, particularly with respect to non-Certified equipment, may consist of the following:

- (1) Over and under voltage
- (2) Over and under frequency
- (3) Anti-Islanding function (if applicable)
- (4) Non-Exporting function (if applicable)
- (5) Inability to energize dead line
- (6) Time delay on restart after utility source is stable
- (7) Utility system fault detection (if used)
- (8) Synchronizing controls (if applicable)
- (9) Other Interconnection Protective Functions that may be required as part of the Interconnection Agreement

Commissioning Test shall include visual inspections of the interconnection equipment and protective settings to confirm compliance with the interconnection requirements.

b. Other checks and tests that may need to be performed include:

- (1) Verifying final Protective Function settings
- (2) Trip test (J.5.f)
- (3) In-service tests (J.5.g)

c. Certified Equipment

Generating Facilities qualifying for Simplified Interconnection incorporate Certified Equipment that have, at a minimum, passed the Type Tests and Production Tests described in this Rule and are judged to have little or no potential impact on MVU's Distribution System. For such Generating Facilities,

it is necessary to perform only the following tests:

- (1) Protective Function settings that have been changed after Production Testing will require field verification. Tests shall be performed using injected secondary frequencies, voltages and currents, applied waveforms, at a test connection using a Generator to simulate abnormal utility voltage or frequency, or varying the set points to show that the device trips at the measured (actual) utility voltage or frequency.

- (2) The Non-Islanding function shall be checked by operating a load break disconnect switch to verify the Interconnection equipment ceases to energize MVU's Distribution System and does not re-energize it for the required time delay after the switch is closed.
- (3) The Non-Exporting function shall be checked using secondary injection techniques. This function may also be tested by adjusting the Generating Facility output and local loads to verify that the applicable Non-Exporting criteria (i.e., reverse power or underpower) are met.

The Supplemental Review or an Interconnection Study may impose additional components or additional testing.

d. Non-Certified Equipment

Non-certified Equipment shall be subjected to the appropriate tests described in Type Testing (Section J.3.) as well as those described in Certified Equipment Commissioning Tests (Section J.5.c.). With MVU's approval, these tests may be performed in the factory, in the field as part of commissioning, or a combination of both. MVU, at its discretion, may also approve a reduced set of tests for a particular Generating Facility or, for example, if it determines it has sufficient experience with the equipment.

e. Verification of Settings

At the completion of Commission testing, the Producer shall confirm all devices are set to MVU-approved settings. Verification shall be documented in the Commissioning Test Certification.

f. Trip Tests

Interconnection Protective Functions and devices (e.g. reverse power relays) that have not previously been tested as part of the Interconnection Facilities with their associated interrupting devices (e.g. contactor or circuit breaker) shall be trip tested during commissioning. The trip test shall be adequate to prove that the associated interrupting devices open when the protective devices operate. Interlocking circuits between Protective Function devices or between interrupting devices shall be similarly tested unless they are part of a system that has been tested and approved during manufacturing.

g. In-service Tests

Interconnection Protective Functions and devices that have not previously been tested as part of the Interconnection Facilities with their associated instrument transformers or that are wired in the field shall be given an in-service test during commissioning. This test will verify proper wiring, polarity, CT/PT ratios, and proper operation of the measuring circuits. The in-service test shall be made with the power system energized and carrying a known level of current. A measurement shall be made of the magnitude and phase angle of each

Alternating Current (AC) voltage and current connected to the protective device and the results compared to expected values. For protective devices with built-in Metering Functions that report current and voltage magnitudes and phase angles, or magnitudes of current, voltage, and real and reactive power, the metered values may be used for in-service testing. Otherwise, portable ammeters, voltmeters, and phase-angle meters shall be used.

6. Periodic Testing

Periodic Testing of Interconnection-related Protective Functions shall be performed as specified by the manufacturer, or at least every four years. All Periodic Tests prescribed by the manufacturer shall be performed. The Producer shall maintain Periodic Test reports or a log for inspection by MVU. Periodic Testing conforming to MVU test intervals for the particular Line Section may be specified by MVU under special circumstances, such as high fire hazard areas. Batteries used to activate any Protective Function shall be checked and logged once per month for proper voltage.

Once every four years, the battery must be either replaced or a discharge test performed.

7. Type Testing Procedures Not Defined in Other Standards

This Section describes the additional Type Tests necessary to qualify a device as Certified under this Rule. These Type Tests are not contained in Underwriters Laboratories UL 1741 Standard *Inverters, Converters and Controllers for Use in Independent Power Systems*, or other referenced standards.

a. Non-Exporting Test Procedures

The Non-Exporting test is intended to verify the operation of relays, controllers and inverters designed to limit the export of power and certify the equipment as meeting the requirements of Screen 2, Options 1 and 2, of the review process. Tests are provided for discrete relay packages and for controllers and inverters with the intended Functions integrated.

(1) Discrete Reverse Power Relay Test

This version of the Non-Exporting test procedure is intended for discrete reverse power and underpower relay packages provided to meet the requirements of Options 1 and 2 of Screen 2. It should be understood that in the reverse power application, the relay will provide a trip output with power flowing in the export (toward MVU's Distribution System) direction.

Step 1: Power Flow Test at Minimum, Midpoint and Maximum Pickup Level Settings

Determine the corresponding secondary pickup current for the desired export power flow of 0.5 secondary watts (the minimum pickup setting, assumes 5 amp and 120V CT/PT secondary). Apply nominal voltage with minimum current setting at zero (0) degrees phase angle in the trip direction. Increase the current to pickup level. Observe the relay's (LCD or computer display) indication of power

values. Note the indicated power level at which the relay trips. The power indication should be within 2% of the expected power. For relays with adjustable settings, repeat this test at the midpoint, and maximum settings. Repeat at phase angles of 90, 180 and 270 degrees and verify that the relay does not operate (measured watts will be zero or negative).

Step 2: Leading Power Factor Test

Apply rated voltage with a minimum pickup current setting (calculated value for system application) and apply a leading power factor load current in the non-trip direction (current lagging voltage by 135 degrees). Increase the current to relay rated current and verify that the relay does not operate. For relays with adjustable settings, this test should be repeated at the minimum, midpoint, and maximum settings.

Step 3: Minimum Power Factor Test

At nominal voltage and with the minimum pickup (or ranges) determined in Step 1, adjust the current phase angle to 84 or 276 degrees. Increase the current level to pickup (about 10 times higher than at 0 degrees) and verify that the relay operates. Repeat for phase angles of 90, 180 and 270 degrees and verify that the relay does not operate.

Step 4: Negative Sequence Voltage Test

Using the pickup settings determined in Step 1, apply rated relay voltage and current at 180 degrees from tripping direction, to simulate normal load conditions (for three-phase relays, use Ia at 180, Ib at 60 and Ic at 300 degrees). Remove phase-1 voltage and observe that the relay does not operate. Repeat for phases-2 and 3.

Step 5: Load Current Test

Using the pickup settings determined in Step 1, apply rated voltage and current at 180 degrees from the tripping direction, to simulate normal load conditions (use Ia at 180, Ib at 300 and Ic at 60 degrees). Observe that the relay does not operate.

Step 6: Unbalanced Fault Test

Using the pickup settings determined in Step 1, apply rated voltage and 2 times rated current, to simulate an unbalanced fault in the non-trip direction (use Va at 0 degrees, Vb and Vc at 180 degrees, Ia at 180 degrees, Ib at 0 degrees, and Ic at 180 degrees). Observe that the relay, especially single phase, does operate properly.

Step 7: Time Delay Settings Test

Apply Step 1 settings and set time delay to minimum setting. Adjust the current source to the appropriate level to determine operating time, and compare against calculated values. Verify that the timer stops when the relay trips. Repeat at midpoint and maximum delay settings.

Step 8: Dielectric Test

Perform the test described in IMVU 414 using 2 kV RMS for 1 minute.

Step 9: Surge Withstand Test

Perform the surge withstand test described in IEEE C37.90.1.1989 or the surge withstand capability test described in J.3.e.

(2) Discrete Underpower Relay Test

This version of the Non-Exporting test procedure is intended for discrete underpower relay packages and meets the requirements of Option 2 of Screen 2. A trip output will be provided when import power (toward the Producer's load) drops below the specified level.

Note: For an underpower relay, pickup is defined as the highest power level at which the relay indicates that the power is less than the set level.

Step 1: Power Flow Test at Minimum, Midpoint and Maximum Pickup Level Settings

Determine the corresponding secondary pickup current for the desired power flow pickup level of 5% of peak load minimum pickup setting. Apply rated voltage and current at 0 (zero) degrees phase angle in the direction of normal load current. Decrease the current to pickup level. Observe the relay's (LCD or computer display) indication of power values. Note the indicated power level at which the relay trips. The power indication should be within 2% of the expected power. For relays with adjustable settings, repeat the test at the midpoint, and maximum settings. Repeat at phase angles of 90, 180 and 270 degrees and verify that the relay operates (measured watts will be zero or negative).

Step 2: Leading Power Factor Test

Using the pickup current setting determined in Step 1, apply rated voltage and rated leading power factor load current in the normal load direction (current leading voltage by 45 degrees). Decrease the current to 145% of the pickup level determined in Step 1 and verify that the relay does not operate. For relays with adjustable settings, repeat the test at the minimum, midpoint, and maximum settings.

Step 3: Minimum Power Factor Test

At nominal voltage and with the minimum pickup (or ranges) determined in Step 1, adjust the current phase angle to 84 or 276 degrees. Decrease the current level to pickup (about 10% of the value at 0 degrees) and verify that the relay operates. Repeat for phase angles 90, 180 and 270 degrees and verify that the relay operates for any current less than rated current.

Step 4: Negative Sequence Voltage Test

Using the pickup settings determined in Step 1, apply rated relay voltage and 25% of rated current in the normal load direction, to simulate light load conditions. Remove phase 1 voltage and observe that the relay does not operate. Repeat for Phases-2 and 3.

Step 5: Unbalanced Fault Test

Using the pickup settings determined in Step 1, apply rated voltage and two times rated current, to simulate an unbalanced fault in the normal load direction (use V_a at 0 degrees, V_b and V_c at 180 degrees, I_a at 0 degrees, I_b at 180 degrees, and I_c at 0 degrees). Observe that the relay (especially single-phase types) operates properly.

Step 6: Time Delay Settings Test

Apply Step 1 settings and set time delay to minimum setting. Adjust the current source to the appropriate level to determine operating time, and compare against calculated values. Verify that the timer stops when the relay trips. Repeat at midpoint and maximum delay settings.

Step 7: Dielectric Test

Perform the test described in IEC 414 using 2 kV RMS for 1 minute.

Step 8: Surge Withstand Test

Perform the surge withstand test described in IEEE C37.90.1.1989 or the surge withstand test described in Section J.3.e.

(3) Tests for Inverters and Controllers with Integrated Functions

Inverters and controllers designed to provide reverse or underpower functions shall be tested to certify the intended operation of this function. Two methods are acceptable:

Method 1: If the inverter or controller utilizes external current/voltage measurement to determine the reverse or underpower condition, then the inverter or controller shall be functionally tested by application of appropriate secondary currents and potentials as described in the Discrete Reverse Power Relay Test, Section J.7.a.(1) of this Rule.

Method 2: If external secondary current or voltage signals are not used, then unit-specific tests must be conducted to verify that power cannot be exported across the PCC for a period exceeding two seconds. These may be factory tests, if the measurement and control points are integral to the unit, or they may be performed in the field.

b. In-rush Current Test Procedures

This test will determine the maximum In-rush Current drawn by the Generator.

(1) Locked-Rotor Method

Use the test procedure defined in NEMA MG-1 (manufacturer's data is acceptable if available).

(2) Start-up Method

Install and setup the Generating Facility equipment as specified by the manufacturer. Using a calibrated oscilloscope or data acquisition equipment with appropriate speed and accuracy, measure the current draw at the Point of Interconnection as the Generating Facility starts up and parallels with MVU's Distribution System. Startup shall follow the normal, manufacturer-specified procedure. Sufficient time and current resolution and accuracy shall be used to capture the maximum current draw within 5%. In-rush Current is defined as the maximum current draw from MVU during the startup process, using a 10-cycle moving average. During the test, the utility source, real or simulated, must be capable of maintaining voltage within +/- 5% of rated at the connection to the unit under test. Repeat this test five times. Report the highest 10-cycle current as the In-rush Current. A graphical representation of the time-current characteristic along with the certified In-rush Current must be included in the test report and made available to MVU.

ELECTRIC RULE 21— GENERATING FACILITY INTERCONNECTIONS (OBSOLETE)

L. APPLICABILITY

Applicability: This Rule describes the Interconnection, operating and Metering requirements for Generating Facilities to be connected to Moreno Valley Utility’s (“MVU”) Distribution System. Subject to the requirements of this Rule, MVU will allow the Interconnection of Generating Facilities with its Distribution System.

Definitions: Capitalized terms used in this Rule, and not defined in MVU’s other rules, shall have the meaning ascribed to such terms in Section H of this Rule. The definitions set forth in Section H of this Rule shall only apply to this Rule and may not apply to MVU’s other rules.

Consistent with IEEE 1547: This rule has been revised to be consistent with the requirements of ANSI/IEEE1 1547-2003 *Standard for Interconnecting Distributed Resources with Electric Power Systems* (IEEE 1547). In some cases, IEEE 1547 language has been adopted directly, in others, IEEE 1547 requirements were interpreted, and this rule’s language was changed to maintain the spirit of both documents.

Language from IEEE 1547 that has been adopted directly (as opposed to paraphrased language or previous language that was determined to be consistent with IEEE 1547) is followed by a citation that lists the Clause from which the language derived. For example, IEEE 1547-4.1.1 is a reference to Clause 4.1.1.

In the event of any conflict between this rule and any of the standards listed herein, the requirements of this rule shall take precedence.

M. GENERAL RULES, RIGHTS AND OBLIGATIONS

1. **AUTHORIZATION REQUIRED TO OPERATE:** A Producer must comply with this Rule and receive MVU’s express written permission before Parallel Operation of its Generating Facility with MVU’s Distribution System. MVU shall apply this Rule in a non-discriminatory manner and shall not unreasonably withhold its permission for Parallel Operation of Producer’s Generating Facility with MVU’s Distribution System.
2. **SEPARATE AGREEMENTS REQUIRED FOR OTHER SERVICES:** A Producer requiring other electric services from MVU including, but not limited to, Distribution Service during periods of curtailment or interruption of the Producer’s Generating Facility, will comply with these Rules and agrees to abide by all requirements as set forth by MVU for such services in accordance with MVU’s City Council-approved Electric Rules.
3. **SERVICE NOT PROVIDED WITH INTERCONNECTION:** Interconnection with MVU’s Distribution System under this Rule does not provide a Producer any rights

to utilize MVU's System for the transmission, distribution, or wheeling of electric power.

4. **COMPLIANCE WITH LAW/ELECTRIC RULES AND TARIFF SCHEDULES:** A Producer shall ascertain and comply with applicable City Council-approved Electric Rules of MVU; applicable Federal Energy Regulatory Commission (FERC) approved rules, rules and regulations; and any local, state or federal law, statute or regulation which applies to the design, siting, construction, installation, operation, or any other aspect of the Producer's Generating Facility and Interconnection Facilities.
5. **DESIGN REVIEWS AND INSPECTIONS:** MVU shall have the right to review the design of a Producer's Generating and/or Interconnection Facilities and to inspect a Producer's Generating and/or Interconnection Facilities prior to the commencement of Parallel Operation with MVU's Distribution System. MVU may require a Producer to make modifications as necessary to comply with the requirements of this Rule. MVU's review and authorization for Parallel Operation shall not be construed as confirming or endorsing the Producer's design or as warranting the Generating and/or Interconnection Facilities' safety, durability or reliability. MVU shall not, by reason of such review or lack of review, be responsible for the strength, adequacy or capacity of such equipment.
6. **RIGHT TO ACCESS:** A Producer's Generating Facility and/or Interconnection Facilities shall be reasonably accessible to MVU personnel as necessary for MVU to perform its duties and exercise its rights under its Electric Rules approved by the City Council, and any Interconnection requirements of MVU.
7. **CONFIDENTIALITY OF INFORMATION:** Any information pertaining to Generating and/or Interconnection Facilities provided to MVU by a Producer shall be treated by MVU in a confidential manner. MVU shall not use information contained in the Application to propose discounted rates to the customer unless authorized to do so by the Customer or the information is provided to MVU by the Customer through other means.
8. **PRUDENT OPERATION AND MAINTENANCE REQUIRED:** A Producer shall operate and maintain its Generating Facility and Interconnection Facilities in accordance with Prudent Electrical Practices and shall maintain compliance with this Rule.
9. **CURTAILMENT AND DISCONNECTION:** MVU may limit the operation or disconnect or require the disconnection of a Producer's Generating Facility from MVU's Distribution System at any time, with or without notice, in the event of an Emergency, or to correct Unsafe Operating Conditions. MVU may also limit the operation or disconnect or require the disconnection of a Producer's Generating Facility from MVU's Distribution System upon the provision of reasonable written notice: 1) to allow for routine maintenance, repairs or modifications to MVU's Distribution System; 2) upon MVU's determination that a Producer's Generating Facility is not in compliance with this Rule; or 3) upon failure of Producer to meet

the requirements of MVU. Upon the Producer's written request, MVU shall provide a written explanation of the reason for such curtailment or disconnection.

N. APPLICATION AND INTERCONNECTION PROCESS

1. APPLICATION PROCESS

- a. **Applicant Initiates Contact with MVU:** Upon request, MVU will provide information and documents (such as requirements, Application, technical information, listing of Certified Equipment, Initial and Supplemental Review deposit information, applicable tariff schedules, Metering requirements and Rules) to a potential Applicant. Unless otherwise agreed upon, all such information shall normally be sent to an Applicant within three (3) business days following the initial request from the Applicant. MVU will establish an individual representative as the single point of contact for the Applicant but may allocate responsibilities among its staff to best coordinate the Interconnection of an Applicant's Generating Facility.
- b. **Applicant Completes an Application:** All Applicants shall complete and file an Application and supply any relevant additional information requested by MVU. When applicable per Table C.1, an \$2,000 Initial Review deposit shall be included with the Application.
 - 1) Normally, within 10 business days of receiving the Application, MVU shall acknowledge its receipt and state whether the Application has been completed adequately. If defects are noted, MVU and Applicant shall cooperate in a timely manner to establish a satisfactory Application.
 - 2) The Initial Review deposit shall be waived for Net Energy Metering Applications requesting Interconnection.
 - 3) The deposit associated with the Initial Review will be returned to the Applicant if the Application is rejected by MVU exactly as submitted or the Applicant retracts the Application.
 - 4) Applications that are over one year old (from the date of MVU's acknowledgement) without a completed application, or a Generating Facility that has not been approved for parallel operation within one year of completion of all applicable review and/or studies are subject to cancellation by MVU; however, MVU may not cancel an Application if the Producer provides reasonable evidence that the project is still active.
 - 5) The applicant may propose, and MVU may agree to reduced costs for reviewing atypical Applications, such as Applications submitted for multiple Generators, multiple sites, or otherwise as conditions warrant.

- c. MVU Performs an Initial and Supplemental Review and Develops Preliminary Cost Estimates and Interconnection Requirements.
- 1) Upon receipt of a satisfactorily completed Application and any additional information necessary to evaluate the Interconnection of a Generating Facility, MVU shall perform an Initial Review using the process defined in Section I. The Initial Review determines if: (a) the Generating Facility qualifies for Simplified Interconnection; or (b) the Generating Facility requires a Supplemental Review.
 - 2) MVU shall complete its Initial Review, absent any extraordinary circumstances, within 10 business days after its determination that the Application is complete. If the Initial Review determines the proposed Generating Facility can be Interconnected by means of a Simplified Interconnection, MVU will provide the Applicant with an Interconnection Authorization. Upon completion of the Initial Review, the difference between the deposit and the actual cost of the Review will be refunded or billed to the Applicant as appropriate.
 - 3) If the Generating Facility does not pass the Initial Review for Simplified Interconnection as proposed, MVU will notify the applicant and perform a Supplemental Review as described in Section I. Applicant shall pay an additional \$600 deposit for the Supplemental Review, unless the Application is withdrawn. The Supplemental Review will result in MVU providing either: (a) Interconnection requirements beyond those for a Simplified Interconnection, and an Interconnection Authorization; or (b) a cost estimate and schedule for an Interconnection Study. The Supplemental Review shall be completed, absent any extraordinary circumstances, within 20 business days of receipt of a completed Application and fees. Upon completion of the Supplemental Review, the difference between the deposit and the actual cost of the Review will be refunded or billed to the Applicant as appropriate.
- The Supplemental Review deposit shall be waived for Net Energy Metering Applications requesting Interconnection pursuant to Sections 2827, 2827.8, 2827.9, or 2827.10 of the Public Utilities Code.
- d. When Required, Applicant and MVU Commit to Additional Interconnection Study Steps. When a Supplemental Review reveals that the proposed Generating Facility cannot be Interconnected to MVU's Distribution System by means of a Simplified Interconnection, or that significant Interconnection Facilities installed on MVU's system or Distribution System modifications will be needed to accommodate an Applicant's Generating Facility, MVU and Applicant shall enter into an agreement that provides for MVU to perform additional studies, facility design, and engineering and to provide detailed cost

estimates for fixed price or actual cost billing to the Applicant at the Applicant's expense. The Interconnection Study agreement shall set forth MVU's estimated schedule and charges for completing such work. Generating Facilities eligible for Net Energy Metering under Public Utilities Code Section 2827, 2827.8, 2827.9, or 2827.10 are exempt from any costs associated with Interconnection Studies.

2. INTERCONNECTION PROCESS

- a. Applicant shall comply with the Interconnection Requirements as stated in this Rule. MVU shall review with the Applicant all requirements for Interconnection and Net Energy Metering appropriate for the Applicant's Generating Facility and desired mode of operation. These requirements are detailed in Electric Rule 21A, Interconnection Rules, Terms & Conditions. Electric Rule 21A sets forth MVU's and the Applicant's responsibilities, completion schedules, and fixed price or estimated costs for the required work.
- b. Where Applicable (for commercial systems greater than 1MW), MVU or Producer Installs Required Interconnection Facilities or Modifies MVU's Distribution System. After executing the applicable agreements, MVU or Producer will commence construction/ installation of MVU's Distribution System modifications or Interconnection Facilities which have been identified in the agreement and application. The parties will use good faith efforts to meet schedules and estimated costs as appropriate.
- c. Producer Arranges for and Completes Commissioning Testing of Generating Facility and Producer's Interconnection Facilities. The Producer is responsible for testing new Generating Facilities and associated Interconnection Facilities according to Section J.5 to ensure compliance with the safety and reliability provisions of this Rule prior to being operated in parallel with MVU's Distribution System. For non-Certified Equipment, the Producer shall develop a written testing plan to be submitted to MVU for its review and acceptance. Alternatively, the Producer and MVU may agree to have MVU conduct the required testing at the Producer's expense. Where applicable, the test plan shall include the installation test procedures published by the manufacturer of the generation or Interconnection equipment. Facility testing shall be conducted at a mutually agreeable time, and depending on who conducts the test, MVU or Producer shall be given the opportunity to witness the tests.
- d. MVU Authorizes Parallel Operation or Momentary Parallel Operation. MVU shall authorize the Producer's Generating Facility for Parallel Operation or Momentary Parallel Operation with MVU's Distribution System, in writing, within 5 calendar days of satisfactory compliance with the terms of all applicable Rules. Compliance may include, but not be limited to, provision of any required documentation and

satisfactorily completing any required inspections or tests as described herein or in the agreements formed between the Producer and MVU. A Producer shall not commence Parallel Operation of its Generating Facility with MVU's system unless it has received MVU's express written permission to do so.

For Net Energy Metering Generating facilities, MVU authorization for Parallel Operation shall normally be provided no later than 30 business days following MVU's receipt of 1) a completed Net Energy Metering Application including all supporting documents and required payments; 2) a completed signed Net Energy Metering Interconnection Agreement; and 3) evidence of the Producer's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. If the 30-day period cannot be met, the MVU shall notify the Applicant and the Commission.

O. GENERATING FACILITY DESIGN AND OPERATING REQUIREMENTS

This section has been revised to be consistent with the requirements of ANSI/IEEE 1547-2003 *Standard for Interconnecting Distributed Resources with Electric Power Systems* (IEEE 1547).

1. General Interconnection and Protective Function Requirements

The Protective Functions and requirements of this Rule are designed to protect MVU's Distribution System and not the Generating Facility. A Producer shall be solely responsible for providing adequate protection for its Generating Facility and Interconnection Facilities. The Producer's Protective Functions shall not impact the operation of other Protective Functions utilized on MVU's Distribution System in a manner that would affect MVU's capability of providing reliable service to its Customers.

a. Protective Functions Required: Generating Facilities operating in parallel with MVU's Distribution System shall be equipped with the following Protective Functions to sense abnormal conditions on MVU's Distribution System and cause the Generating Facility to be automatically disconnected from MVU's Distribution System or to prevent the Generating Facility from being connected to MVU's Distribution System inappropriately:

- 1) Over and under voltage trip functions and over and under frequency trip functions;
- 2) A voltage and frequency sensing and time-delay function to prevent the Generating Facility from energizing a de-energized Distribution System circuit and to prevent the Generating Facility from reconnecting with MVU's Distribution System unless MVU's Distribution System service voltage and frequency is within the ANSI C84.1-1995 Table 1 Range B Voltage Range of 106V to 127V (on a 120V basis), inclusive, and a frequency range of 59.3 Hz to 60.5 Hz, inclusive, and are stable for at least 60 seconds; and

- 3) A function to prevent the Generating Facility from contributing to the formation of an Unintended Island and cease to energize the MVU's Distribution System within two seconds of the formation of an Unintended Island.

The Generating Facility shall cease to energize MVU's Distribution System for faults on MVU's Distribution System circuit to which it is connected (IEEE1547-4.2.1). The Generating Facility shall cease to energize MVU's Distribution circuit prior to re-closure by MVU' Distribution System equipment (IEEE1547-4.2.2).

- b. Momentary Paralleling Generating Facilities. With MVU's approval, the transfer switch or scheme used to transfer the Producer's loads from MVU's Distribution System to Producer's Generating Facility may be used in lieu of the Protective Functions required for Parallel Operation.
- c. Suitable Equipment Required. Circuit breakers or other interrupting equipment located at the Point of Common Coupling must be Certified or "Listed" (as defined in Article 100, the Definitions Section of the National Electrical Code) as suitable for their intended application. This includes being capable of interrupting the maximum available fault current expected at their location. Producer's Generating Facility and Interconnection Facilities shall be designed so that the failure of any single device or component shall not potentially compromise the safety and reliability of MVU's Distribution System. The Generating Facility paralleling-device shall be capable of withstanding 220% of the Interconnection Facility rated voltage (IEEE1547-4.1.8.3). The Interconnection Facility shall have the capability to withstand voltage and current surges in accordance with the environments defined in IEEE Std C62.41.2-2002 or IEEE Std C37.90.1-2002 as applicable and as described in J.3.e (IEEE1547-4.1.8.2).
- d. Visible Disconnect Required. When required by MVU's operating practices, the Producer shall furnish and install a ganged, manually-operated isolating switch (or a comparable device mutually agreed upon by MVU and the Producer) near the Point of Interconnection to isolate the Generating Facility from MVU's Distribution System. The device does not have to be rated for load break nor provide over-current protection.

The device must:

- 1) allow visible verification that separation has been accomplished. (This requirement may be met by opening the enclosure to observe contact separation.)
- 2) include markings or signage that clearly indicate open and closed positions.

- 3) be capable of being reached quickly and conveniently 24 hours a day by MVU personnel for construction, operation, maintenance, inspection, testing or reading, without obstacles or requiring those seeking access to obtain keys, special permission, or security clearances.
- 4) be capable of being locked in the open position.
- 5) be clearly marked on the submitted single line diagram and its type and location approved by the MVU prior to installation. If the device is not adjacent to the Point of Common Coupling, permanent signage must be installed at an MVU-approved location providing a clear description of the location of the device.

Generating Facilities with Non-Islanding inverters totaling one (1) kilovolt-ampere (kVA) or less are exempt from this requirement.

- e. Drawings Required. Prior to Parallel Operation or Momentary Parallel Operation of the Generating Facility, MVU shall approve the Producer's Protective Function and control diagrams. Generating Facilities equipped with Protective Functions and a control scheme previously approved by MVU for system-wide application or only Certified Equipment may satisfy this requirement by reference to previously approved drawings and diagrams.
 - f. Generating Facility Conditions Not Identified. In the event this Rule does not address the Interconnection conditions for a particular Generating Facility, MVU and Producer may agree upon other arrangements.
2. PREVENTION OF INTERFERENCE: The Producer shall not operate Generating or Interconnection Facilities that superimpose a voltage or current upon MVU's Distribution System that interferes with MVU operations, service to MVU customers, or communication facilities. If such interference occurs, the Producer must diligently pursue and take corrective action at its own expense after being given notice and reasonable time to do so by MVU. If the Producer does not take corrective action in a timely manner, or continues to operate the facilities causing interference without restriction or limit, MVU may, without liability, disconnect the Producer's facilities from MVU's Distribution System, in accordance with Section B.9 of this Rule. To eliminate undesirable interference caused by its operation, each Generating Facility shall meet the following criteria:
- a. Voltage Regulation: The Generating Facility shall not actively regulate the voltage at the Point of Common Coupling while in parallel with MVU's Distribution System. The Generating Facility shall not cause the service voltage at other customers to go outside the requirements of ANSI C84.1-1995, Range A (IEEE1547-4.1.1).

- b. **Operating Voltage Range:** The voltage ranges in Table D.1 define protective trip limits for the Protective Function and are not intended to define or imply a voltage regulation Function. Generating Facilities shall cease to energize MVU's Distribution System within the prescribed trip time whenever the voltage at the Point of Common Coupling deviates from the allowable voltage operating range. The Protective Function shall detect and respond to voltage on all phases to which the Generating Facility is connected.
- 1) **Generating Facilities (30 kVA or less).** Generating Facilities with a Gross Nameplate Rating of 30 kVA or less shall be capable of operating within the voltage range normally experienced on MVU's Distribution System. The operating range shall be selected in a manner that minimizes nuisance tripping between 106 volts and 132 volts on a 120-volt base (88%-110% of nominal voltage). Voltage shall be detected at either the Point of Common Coupling or the Point of Interconnection.
 - 2) **Generating Facilities (greater than 30 kVA).** MVU may have specific operating voltage ranges for Generating Facilities with Gross Nameplate Ratings greater than 30 kVA and may require adjustable operating voltage settings. In the absence of such requirements, the Generating Facility shall operate at a range between 88% and 110% of the applicable interconnection voltage. Voltage shall be detected at either the Point of Common Coupling or the Point of Interconnection, with settings compensated to account for the voltage at the Point of Common Coupling. Generating Facilities that are Certified Non-Islanding or that meet one of the options of the Export Screen (Section I.3.b) may detect voltage at the Point of Interconnection without compensation.
 - 3) **Voltage Disturbances.** Whenever MVU's Distribution System voltage at the Point of Common Coupling varies from and remains outside normal (nominally 120 volts) for the predetermined parameters set forth in Table D-1, the Generating Facility's Protective Functions shall cause the Generator(s) to become isolated from MVU's Distribution System:

Table D.1 Voltage Trip Settings

<u>Voltage at Point of Common Coupling</u>		<u>Maximum Trip Time* # of Cycles</u>	
(Assuming 120 V Base)	% of Nominal Voltage	(Assuming 60Hz Nominal)	Seconds
Less than 60 Volts	Less than 50%	10 Cycles	0.16 Seconds

Greater than or equal to 60 volts but less than 106 volts	Greater than or equal to 50% but less than 88%	120 Cycles	2 Seconds
Greater than or equal to 106 volts but less than 132 volts	Greater than or equal to 88% but less than 110%	Normal Operation	
Greater than or equal to 132 volts but less than 144 volts	Greater than or equal to 110% but less than 120%	60 Cycles	1 Second
Greater than 144Volts	Greater than 120%	10 Cycles	0.16 Seconds

* "Maximum Trip time" refers to the time between the onset of the abnormal condition and the Generating Facility ceasing to energize MVU's Distribution System. Protective Function sensing equipment and circuits may remain connected to MVU's Distribution System to allow sensing of electrical conditions for use by the "reconnect" feature. The purpose of the allowed time delay is to allow a Generating Facility to "ride through" short-term disturbances to avoid nuisance tripping. Set points shall not be user adjustable (though they may be field adjustable by qualified personnel). For Generating Facilities with a Gross Nameplate Rating greater than 30 kVA, set points shall be field adjustable and different voltage set points and trip times from those in Table D.1 may be negotiated with MVU.

- c. Paralleling. The Generating Facility shall parallel with MVU's Distribution System without causing a voltage fluctuation at the Point of Common Coupling greater than $\pm 5\%$ of the prevailing voltage level of MVU's Distribution System at the Point of Common Coupling and meet the flicker requirements of Section D.2.d. Section J provides technology-specific tests for evaluating the paralleling Function. (IEEE1547-4.1.3)
- d. Flicker. The Generating Facility shall not create objectionable flicker for other customers on MVU's Distribution System. To minimize the adverse voltage effects experienced by other customers (IEEE1547-4.3.2), flicker at the Point of Common Coupling caused by the Generating Facility should not exceed the limits defined by the "Maximum Borderline of Irritation Curve" identified in IEEE 519-1992 (IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems, IEEE STD 519-1992). This requirement is necessary to minimize the adverse voltage affects experienced by other customers on MVU's Distribution System. Generators may be connected and brought up to synchronous speed (as an induction motor) provided these flicker limits are not exceeded.
- e. Integration with MVU's Distribution System Grounding. The grounding scheme of the Generating Facility interconnection shall not cause over-voltages that exceed the rating of the equipment connected to the MVU's Distribution System and shall not disrupt the coordination of the ground fault protection on the MVU's Distribution System (IEEE1547-4.1.2) (See Section I.3.h).

- f. Frequency: MVU controls system frequency, and the Generating Facility shall operate in synchronism with the MVU's Distribution System. Whenever MVU's Distribution System frequency at the Point of Common Coupling varies from and remains outside normal (nominally 60 Hz) by the predetermined amounts set forth in Table D.2, the Generating Facility's Protective Functions shall cease to energize MVU's Distribution System within the stated maximum trip time.

Table D.2 Frequency Trip Settings

	Frequency Range	Maximum Trip Time [1]
<u>Generating Facility Rating</u>	<u>(Assuming 60Hz Nominal)</u>	<u>(Assuming 60 Cycles per Second)</u>
Less or equal to 30kW	Less than 59.3 Hz Greater than 60.5 Hz	10 Cycles
Greater than 30kW	Less than 57 Hz	10 Cycles
	Less than an adjustable value between 59.8Hz and 57 Hz but greater than 57 Hz. [2]	Adjustable between 10 and 18,000 Cycles. [2, 3]
	Greater than 60.5 Hz	10 Cycles

[1] - "Maximum Trip time" refers to the time between the onset of the abnormal condition and the Generating Facility ceasing to energize MVU's Distribution System. Protective Function sensing equipment and circuits may remain connected to MVU's Distribution System to allow sensing of electrical conditions for use by the "reconnect" feature. The purpose of the allowed time delay is to allow a Generating Facility to "ride through" short-term disturbances to avoid nuisance tripping. Set points shall not be user adjustable (though they may be field adjustable by qualified personnel). For Generating Facilities with a Gross Nameplate Rating greater than 30 kVA, set points shall be field adjustable and different voltage set points and trip times from those in Table D.2 may be negotiated with MVU.

[2] - Unless otherwise required by MVU, a trip frequency of 59.3 Hz and a maximum trip time of 10 cycles shall be used.

[3] - When a 10 cycle Maximum trip time is used, a second under frequency trip setting is not required.

- g. Harmonics. When the Generating Facility is serving balanced linear loads, harmonic current injection into MVU's Distribution System at the PCC shall not exceed the limits stated below in Table D.3. The harmonic current injections shall be exclusive of any harmonic currents due to harmonic voltage distortion present in MVU's Distribution System without the Generating Facility connected (IEEE1547-4.3.3). The harmonic distortion of a Generating Facility located at a Customer's site shall be evaluated using the same criteria as for the Host Loads.

Table D.3 Maximum harmonic current distortion in percent of current (I) [1,2]

Individual harmonic order, h (odd harmonics) [3]	$h < 11$	$11 \leq h < 17$	$17 \leq h < 23$	$23 \leq h < 35$	$35 \leq h$	Total demand distortion (TDD)
Max Distortion (%)	4.0	2.0	1.5	0.6	0.3	5.0

[1] - IEEE1547-4.3.3

[2] - I = the greater of the maximum Host Load current average demand over 15 or 30 minutes without the Generating Facility, or the Generating Facility rated current capacity (transformed to the Point of Common Coupling when a transformer exists between the Generating Facility and the Point of Common Coupling).

[3] - Even harmonics are limited to 25% of the odd harmonic limits above.

- h. Direct Current Injection. Generating Facilities should not inject direct current greater than 0.5% of rated output current into MVU's Distribution System.
- i. Power Factor. Each Generator in a Generating Facility shall be capable of operating at some point within a power factor range from 0.9 leading to 0.9 lagging. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under Rate Schedule by MVU. The Producer shall notify MVU if it is using the Generating Facility for power factor correction. Unless otherwise agreed

upon by the Producer and MVU, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with MVU's Distribution System.

3. TECHNOLOGY SPECIFIC REQUIREMENTS

- a. **Three-Phase Synchronous Generators.** For three-phase Generators, the Generating Facility circuit breakers shall be three-phase devices with electronic or electromechanical control. The Producer shall be responsible for properly synchronizing its Generating Facility with MVU's Distribution System by means of either manual or automatic synchronizing equipment. Automatic synchronizing is required for all synchronous Generators that have a Short Circuit Contribution Ratio (SCCR) exceeding 0.05. Loss of synchronism protection is not required except as may be necessary to meet Section D.2.d (Flicker) (IEEE1547-4.2.5). Unless otherwise agreed upon by the Producer and MVU, synchronous Generators shall automatically regulate power factor, not voltage, while operating in parallel with MVU's Distribution System. A power system stabilization function is specifically not required for Generating Facilities under 10 MW Net Nameplate Rating.
- b. **Induction Generators.** Induction Generators (except self-excited Induction Generators) do not require a synchronizing Function. Starting or rapid load fluctuations on induction generators can adversely impact MVU's Distribution System's voltage. Corrective step-switched capacitors or other techniques may be necessary and may cause undesirable ferro-resonance. When these counter measures (e.g., additional capacitors) are installed on the Producer's side of the Point of Common Coupling, MVU must review these measures. Additional equipment may be required as determined in a Supplemental Review or an Interconnection Study.
- c. **Inverters.** Utility-interactive inverters do not require separate synchronizing equipment. Non-utility-interactive or "stand-alone" inverters shall not be used for Parallel Operation with MVU's Distribution System.
- d. **Single-Phase Generators.** For single-phase Generators connected to a shared single-phase secondary system, the maximum Net Nameplate Rating of the Generating Facilities shall be 20 kVA. Generators connected to a center-tapped neutral 240-volt service must be installed such that no more than 6 kVA of imbalanced power is applied to the two "legs" of the 240-volt service. For Dedicated Distribution Transformer services, the maximum Net Nameplate Rating of a single-phase Generating Facility shall be the transformer nameplate rating.

4. SUPPLEMENTAL GENERATING FACILITY REQUIREMENTS

- a. The maximum solar generation capacity that will be approved to be connected to each meter is up to 50% of the meter minimum daytime load.

The meter minimum daytime load will be determined by analyzing one year of historic data, while ignoring any extraordinary events (outages, partial lights, etc.), unless there have been recent major changes to the daily demand schedule. In that case, the most recent information will be evaluated.

- b. For 12kV distribution circuits with multiple solar projects connected, the maximum solar generation capacity that will be approved will be up to 50% of the total minimum daytime coincident circuit load, including any solar generation previously approved on the circuit. Capacity will be approved on a first come and first serve basis. 50% of the minimum daytime coincident circuit load will be determined by analyzing one year of historic data, while ignoring any extraordinary events (outages, partial lights, etc.), unless there have been recent major changes to the daily demand schedule. In that case, the most recent information will be evaluated.
- c. Fault Detection. A Generating Facility with a short circuit contribution ratio exceeding 0.1 or one that does not cease to energize MVU's Distribution System within two seconds of the formation of an Unintended Island shall be equipped with Protective Functions designed to detect Distribution System faults, both line-to-line and line-to-ground and shall cease to energize MVU's Distribution System within two seconds of the initiation of a fault.
- d. Transfer Trip. For a Generating Facility that cannot detect Distribution System faults (both line-to-line and line-to-ground) or the formation of an Unintended Island and cease to energize MVU's Distribution System within two seconds, MVU may require a Transfer Trip system or an equivalent Protective Function.
- e. Reclose Blocking. Where the aggregate Generating Facility, capacity exceeds 15% of the peak load on any automatic reclosing device, MVU may require additional Protective Functions, including, but not limited to reclose-blocking on some of the automatic reclosing devices.
- f. The Generating Facility may require additional approvals from other agencies before the Facility is allowed to begin construction.

P. INTERCONNECTION FACILITIES AND DISTRIBUTION SYSTEM MODIFICATIONS

- 1. SCOPE AND OWNERSHIP OF INTERCONNECTION FACILITIES AND DISTRIBUTION SYSTEM MODIFICATIONS
 - a. Scope. Parallel Operation of Generating Facilities may require Interconnection Facilities or modifications to MVU's Distribution

System (“Distribution System modifications”). The type, extent and costs of Interconnection Facilities and Distribution System modifications shall be consistent with this Rule and determined through the Supplemental Review and/or Interconnection Studies described in Section C.

- b. Ownership. Interconnection Facilities installed on Producer’s side of the Point of Common Coupling may be owned, operated and maintained by the Producer or MVU. Interconnection Facilities installed on MVU’s side of the Point of Common Coupling and Distribution System modifications shall be owned, operated and maintained only by MVU.

2. RESPONSIBILITY OF COSTS OF INTERCONNECTING A GENERATING FACILITY

- a. Review, Study, and Additional Commissioning Test Verification (pre-parallel inspections) Costs. A producer shall be responsible for the reasonably incurred costs of the review’s studies, and additional Commissioning Test verifications (pre-parallel inspections) conducted pursuant to Section C of the Rule. If the initial Commissioning Test verification (pre-parallel inspection) is not successful through no fault of MVU, MVU may impose upon the Producer a cost-based charge for subsequent Commissioning Test verifications (pre-parallel inspections). All Costs for additional Commissioning Test verifications (pre-parallel inspections) shall be paid by Producer within thirty days of receipt of MVU’s invoice. Additional costs, if any, will be specified on the invoice. If the initial Commissioning test (pre-parallel inspection) is not successful through the fault of the MVU, that visit will not be considered the initial Commissioning Test (pre-parallel inspection).
- b. Facility Costs. A Producer shall be responsible for all costs associated with Interconnection Facilities owned by the Producer. The Producer shall also be responsible for any costs reasonably incurred by MVU in providing, operating, or maintaining the Interconnection Facilities and Distribution System modifications required solely for the Interconnection of the Producer’s Generating Facility with MVU’s Distribution System. Generating Facilities eligible for Net Energy Metering under California Public Utilities Code Sections 2827, 2827.8, 2827.9, or 2827.10 are exempt from any costs associated with Distribution System modifications.
- c. Separation of Costs. Should MVU combine the installation of Interconnection Facilities or Distribution System modifications required for the Interconnection of a Generating Facility with modifications to MVU’s Distribution System to serve other

Customers or Producers, MVU shall not include the costs of such separate or incremental facilities in the amounts billed to the Producer.

3. **INSTALLATION OF INTERCONNECTION FACILITIES AND DISTRIBUTION SYSTEM MODIFICATIONS**
 - a. **Agreement Required.** The costs for Interconnection Facilities and Distribution System modifications shall be paid by the Producer pursuant to the provisions contained in the Interconnection Agreement.
 - b. **Interconnection Facilities and Distribution System Modifications.** Except as provided for in Sections E.2.b. and E.3.c. of this Rule, Interconnection Facilities connected to MVU's side of the Point of Common Coupling and Distribution System modifications shall be provided, installed, owned and maintained by MVU at Producer's expense, or may be installed by a third party upon approval by MVU.
 - c. **Third-Party Installations.** Subject to the approval of MVU, a Producer may at its option employ a qualified contractor to provide and install Interconnection Facilities or Producer paid Distribution System modifications, to be owned and operated by MVU, on MVU's side of the Point of Common Coupling. Such Interconnection Facilities and Distribution System modifications shall be installed in accordance with MVU's design and specifications. Upon final inspection and acceptance by MVU, the Producer shall transfer ownership of such Producer installed Interconnection Facilities or Distribution System modifications to MVU and such facilities shall thereafter be owned and maintained by MVU. The Producer shall pay MVU's reasonable cost of design, administration, and monitoring of the installation for such facilities to ensure compliance with MVU's requirements. The Producer shall also be responsible for all costs associated with the transfer of Producer installed Interconnection Facilities and Distribution System modifications to MVU.

Q. METERING, MONITORING AND TELEMETRY

1. **GENERAL REQUIREMENTS:** All Generating Facilities shall be metered in accordance with this Section F and shall meet all applicable standards of MVU contained in MVU's applicable rules and published MVU manuals dealing with specifications.

2. **METERING BY NON-MVU PARTIES:** The ownership, installation, operation, reading and testing of revenue Metering Equipment for Generating Facilities shall be by MVU.
3. **NET GENERATION OUTPUT METERING (NGOM):** Generating Facilities' customers may be required to install NGOM for evaluation, monitoring and verification purposes, to satisfy applicable CAISO reliability requirements, and for Distribution System planning and operations.

The relevant factors in determining the need for NGOM are as listed below:

- h. Data requirements in proportion to need for information;
- i. Producer's election to install equipment that adequately addresses MVU's operational requirements;
- j. Accuracy and type of required Metering consistent with purposes of collecting data;
- k. Cost of Metering relative to the need for and accuracy of the data;
- l. The Generating Facility's size relative to the cost of the Meter/monitoring;
- m. Other means of obtaining the data (e.g., Generating Facility logs, proxy data etc.);
- n. Requirements under any interconnection Agreement with the Producer.

The requirements in this Section may not apply to Metering of Generating Facilities operating under MVU's Net Energy Metering Rate Schedule pursuant to the California Public Utilities Cod Section 2827, et seq. Nothing in this Section F.3 supersedes Section B.4.

4. **POINT OF COMMON COUPLING METERING:** For purposes of assessing MVU charges for retail service, the Producer's PCC Metering shall be a bi-directional meter so that power deliveries to and from the Producer's site can be separately recorded. Alternately, the Producer may, at its sole option and cost, require MVU to install multi-metering equipment to separately record power deliveries to MVU's Distribution System and retail purchases from MVU. Where necessary, such PCC Metering shall be designed to prevent reverse registration.
5. **TELEMETERING:** If the nameplate rating of the Generating Facility is 1 MW or greater, Telemetering equipment at the Net Generator Output Metering location may be required at the Producer's expense. If the Generating Facility is Interconnected to a portion of MVU's Distribution System operating at a voltage below 10 kV, then Telemetering equipment may be required on Generating Facilities 250 kW or greater. MVU shall only require Telemetering to the extent that less intrusive and/or more cost effective options for providing the necessary data in real time are not available.

6. LOCATION: Where MVU-owned Metering is located on the Producer's premises, Producer shall provide, at no expense to MVU, a suitable location for all such Metering Equipment.
7. COSTS OF METERING: The Producer will bear all costs of the Metering required by this Rule, including the incremental costs of operating and maintaining the Metering Equipment.

R. DISPUTE RESOLUTION PROCESS

The following procedures will apply for disputes arising from this Rule:

1. The City Council shall have jurisdiction to interpret, add, delete or modify any provision of this Rule or of any agreements entered into between MVU and the Producer to implement this Rate Schedule ("The Implementing Agreements") and to resolve disputes regarding MVU's performance of its obligations under its rules, the applicable agreements, and requirements related to the Interconnection of the Producer's Generating or Interconnection Facilities pursuant to this Rule.
2. The dispute shall be submitted in writing by the Producer to MVU. Authorized representatives from both Parties shall meet and confer to try to resolve the dispute. If the Parties cannot resolve the dispute, the dispute will be submitted to the City Council for resolution. Their decision shall be final.
3. Pending resolution of any dispute under this Section, the Parties shall proceed diligently with the performance of their respective obligations under this Rule and the Implementing Agreements, unless the Implementing Agreements have been terminated. Disputes as to the application and implementation of this Section shall be subject to resolution pursuant to the procedures set forth in this Section.

S. DEFINITIONS

The definitions in this Section H are applicable only to this Rule, the Application and Interconnection Agreements.

Anti-Islanding: A control scheme installed as part of the Generating Facility or Interconnection Facilities that senses and prevents the formation of an Unintended Island.

Applicant: The entity submitting an Application for Interconnection pursuant to this Rule.

Application: A Commission-approved standard form submitted to MVU for Interconnection of a Generating Facility.

Certification Test: A test pursuant to this Rule that verifies conformance of certain equipment with Commission-approved performance standards in order to be classified as Certified Equipment. Certification Tests are performed by NRTLs.

Certification; Certified; Certificate: The documented results of a successful Certification Testing.

Certified Equipment: Equipment that has passed all required Certification Tests.

Commissioning Test: A test performed during the commissioning of all or part of a Generating Facility to achieve one or more of the following:

- Verify specific aspects of its performance;
- Calibrate its instrumentation; and
- Establish instrument or Protective Function set-points.

Customer: The entity that receives or is entitled to receive Distribution Service through the MVU's Distribution System.

Dedicated Transformer; Dedicated Distribution Transformer: A transformer that provides electricity service to a single Customer. The Customer may or may not have a Generating Facility.

Device: A mechanism or piece of equipment designed to serve a purpose or perform a function. The term may be used interchangeably with the terms "equipment" and "function" without intentional difference in meaning. See also Function and Protective Function.

Distribution Service: All services required by, or provided to, a Customer pursuant to the approved rules of MVU other than services directly related to the Interconnection of a Generating Facility under this Rule.

Distribution System: All electrical wires, equipment, and other facilities owned or provided by MVU, other than Interconnection Facilities, by which MVU provides Distribution Service to its Customers.

Emergency: An actual or imminent condition or situation, which jeopardizes MVU's Distribution System Integrity.

Field Testing: Testing performed in the field to determine whether equipment meets MVU's requirements for safe and reliable Interconnection.

Function: Some combination of hardware and software designed to provide specific features or capabilities. Its use, as in Protective Function, is intended to encompass a range of implementations from a single-purpose device to a section of software and specific pieces of hardware within a larger piece of equipment to a collection of devices and software.

Generating Facility: All Generators, electrical wires, equipment, and other facilities owned or provided by Producer for the purpose of producing electric power.

Generator: A device converting mechanical, chemical or solar energy into electrical energy, including all of its protective and control Functions and structural appurtenances. One or more Generators comprise a Generating Facility.

Gross Nameplate Rating; Gross Nameplate Capacity: The total gross generating capacity of a Generator or Generating Facility as designated by the manufacturer(s) of the Generator(s).

Host Load: The electrical power, less the Generator auxiliary load, consumed by the Customer, to which the Generating Facility is connected.

Initial Review: The review by MVU, following receipt of an Application, to determine the following: (a) the Generating Facility qualifies for Simplified Interconnection; or (b) if the Generating Facility can be made to qualify for Interconnection with a Supplemental Review determining any additional requirements.

In-rush Current: The current determined by the In-rush Current Test.

Interconnection Agreement: The Interconnection Agreement has been replaced by Rule 21 A – Interconnection Responsibilities, Terms and Conditions. This rule details the rights and obligations to effect or end Interconnection. For the purposes of this Rule, Net Energy Metering or Power Purchase Agreements authorized by the Commission are also defined as Interconnection Agreements.

Interconnection; Interconnected: The physical connection of a Generating Facility in accordance with the requirements of this Rule so that Parallel Operation with MVU's Distribution System can occur (has occurred).

Interconnection Facilities: The electrical wires, switches and related equipment that are required in addition to the facilities required to provide electric Distribution Service to a Customer to allow Interconnection. Interconnection Facilities may be located on either side of the Point of Common Coupling as appropriate to their purpose and design. Interconnection Facilities may be integral to a Generating Facility or provided separately.

Interconnection Study: A study to establish the requirements for Interconnection of a Generating Facility with MVU's Distribution System.

Island; Islanding: A condition on MVU's Distribution System in which one or more Generating Facilities deliver power to Customers using a portion of MVU's Distribution System that is electrically isolated from the remainder of MVU's Distribution System.

Line Section: That portion of MVU's Distribution System connected to a Customer bounded by automatic sectionalizing devices or the end of the distribution line.

Load Carrying Capability: The maximum electrical load that may be carried by a section of MVU's Distribution System consistent with reliability and safety under the circumstances being evaluated.

Metering: The measurement of electrical power in kW and/or energy in kWh, and, if necessary, reactive power in kVAR at a point, and its display to MVU, as required by this Rule.

Metering Equipment: All equipment, hardware, software including meter cabinets, conduit, etc., that are necessary for Metering.

Momentary Parallel Operation: The interconnection of a Generating Facility to the Distribution System for one second (60 cycles) or less.

Nationally Recognized Testing Laboratory (NRTL): A laboratory accredited to perform the Certification Testing requirements under this Rule.

Net Energy Metering: Metering for the receipt and delivery of electricity between the Producer and MVU pursuant to Section 2827, 2827.8, 2827.9, or 2827.10 of the Public Utilities Code.

Net Generation Output Metering: Metering of the net electrical power output in kW or energy in kWh, from a given Generating Facility. This may also be the measurement of the difference between the total electrical energy produced by a Generator and the electrical energy consumed by the auxiliary equipment necessary to operate the Generator. For a Generator with no Host Load and/or Public Utilities Code Section 218 Load (Section 218 Load), Metering that is located at the Point of Common Coupling. For a Generator with Host Load and/or Section 218 Load, Metering that is located at the Generator but after the point of auxiliary load(s) and prior to serving Host Load and/or Section 218 Load.

Net Nameplate Rating: The Gross Nameplate Rating minus the consumption of electrical power of a Generator or Generating Facility as designated by the manufacturer(s) of the Generator(s).

Network Service: More than one electrical feeder providing Distribution Service at a Point of Common Coupling.

Non-Export; Non-Exporting: Designed to prevent the transfer of electrical energy from the Generating Facility to MVU's Distribution System.

Non-Islanding: Designed to detect and disconnect an Unintended Island with matched load and generation. Reliance solely on under/over voltage and frequency trip is not considered sufficient to qualify as Non-Islanding.

Parallel Operation: The simultaneous operation of a Generator with power delivered or received by MVU while Interconnected. For the purpose of this Rule, Parallel Operation includes only those Generating Facilities that are Interconnected with MVU's Distribution System for more than 60 cycles (one second).

Paralleling Device: An electrical device, typically a circuit breaker, operating under the control of a synchronization function or by a qualified operator to connect an energized

generator to an energized electric power system or two energized power systems to each other.

Periodic Test: A test performed on part or all of a Generating Facility/ Interconnection Facilities at pre-determined time or operational intervals to achieve one or more of the following: (1) Verify specific aspects of its performance; (2) Calibrate instrumentation; and (3) Verify and re-establish instrument or Protective Function set-points.

Point of Common Coupling (PCC): The transfer point for electricity between the electrical conductors of MVU and the electrical conductors of the Producer.

Point of Common Coupling Metering: Metering located at the Point of Common Coupling. This is the same Metering as Net Generation Metering for Generating Facilities with no Host Load and/or Section 218 Load.

Point of Interconnection: The electrical transfer point between a Generating Facility and MVU's Distribution System. This may or may not be coincident with the Point of Common Coupling.

Producer: The entity that executes an Interconnection Agreement with MVU. The Producer may or may not own or operate the Generating Facility, but is responsible for the rights and obligations related to the Interconnection Agreement.

Production Test: A test performed on each device coming off the production line to verify certain aspects of its performance.

Protective Function(s): The equipment, hardware and/or software in a Generating Facility (whether discrete or integrated with other functions) whose purpose is to protect against Unsafe Operating Conditions.

Prudent Electrical Practices: Those practices, methods, and equipment, as changed from time to time, that are commonly used in prudent electrical engineering and operations to design and operate electric equipment lawfully and with safety, dependability, efficiency and economy.

Scheduled Operation Date: The date specified in the Interconnection Agreement when the Generating Facility is, by the Producer's estimate, expected to begin operation pursuant to this Rule.

Secondary Network: A network supplied by several primary feeders suitably interlaced through the area in order to achieve acceptable loading of the transformers under emergency conditions and to provide a system of extremely high service reliability. Secondary networks usually operate at 600 V or lower.

Section 218 Load: Electrical power that is supplied in compliance with California Public Utilities Code Section 218. Public Utilities Code Section 218 defines an "Electric Corporation" and provides conditions under which a transaction involving a Generating Facility would not classify a Producer as an Electric Corporation. These conditions relate

to “over-the-fence” sale of electricity from a Generating Facility without using MVU’s Distribution System.

Short Circuit (Current) Contribution Ratio (SCCR): The ratio of the Generating Facility’s short circuit contribution to the short circuit contribution provided through MVU’s Distribution System for a three-phase fault at the high voltage side of the distribution transformer connecting the Generating Facility to MVU’s system.

Simplified Interconnection: Interconnection conforming to the Initial Review requirements under this Rule, as determined by Section I.

Single Line Diagram; Single Line Drawing: A schematic drawing, showing the major electric switchgear, Protective Function devices, wires, Generators, transformers and other devices, providing sufficient detail to communicate to a qualified engineer the essential design and safety of the system being considered.

Special Facilities: As defined in MVU’s Rules governing Special Facilities.

Starting Voltage Drop: The percentage voltage drop at a specified point resulting from In-rush Current. The Starting Voltage Drop can also be expressed in volts on a particular base voltage, (e.g., 6 volts on a 120-volt base, yielding a 5% drop).

Supplemental Review: A process wherein MVU further reviews an Application that fails one or more of the Initial Review Process steps. The Supplemental Review may result in one of the following: (a) approval of Interconnection; (b) approval of Interconnection with additional requirements; or (c) cost and schedule for an Interconnection Study.

System Integrity: The condition under which MVU’s Distribution System is deemed safe and can reliably perform its intended functions in accordance with the safety and reliability rules of MVU.

Telemetry: The electrical or electronic transmittal of Metering data in real-time to MVU.

Transfer Trip: A Protective Function that trips a Generating Facility remotely by means of an automated communications link controlled by MVU.

Type Test: A test performed on a sample of a particular model of a device to verify specific aspects of its design, construction and performance.

Unintended Island: The creation of an island, usually following a loss of a portion of MVU’s Distribution System, without the approval of MVU.

Unsafe Operating Conditions: Conditions that, if left uncorrected, could result in harm to personnel, damage to equipment, loss of System Integrity or operation outside pre-established parameters required by the Interconnection Agreement.

T. REVIEW PROCESS FOR APPLICATIONS TO INTERCONNECT GENERATION FACILITIES

1. INTRODUCTION

This Review Process allows for rapid approval for the interconnection of those Generating Facilities that do not require an Interconnection Study. The review process includes a screening to determine if a Supplemental Review is required.

Note: Failure to pass any step of the review process means only that further review and/or studies are required before the Generating Facility can be approved for Interconnection with MVU's Distribution System. It does not mean that the Generating Facility cannot be Interconnected. Though not explicitly covered in the Initial Review Process the Generating Facility shall be designed to meet all of the applicable requirements in Section D.

2. PURPOSE

The review determines the following:

- a. If a Generating Facility qualifies for Simplified Interconnection;
- b. If a Generating Facility can be made to qualify for Interconnection with a Supplemental Review determining any additional requirements; or
- c. If an Interconnection Study is required, the cost estimate and schedule for performing the Interconnection Study.

3. REVIEW PROCESS DETAILS

a. Step 1: Is the PCC on a Networked Secondary System?

- If yes, the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review.
- If No, continue to next step.

Significance: Special considerations must be given to Generating Facilities proposed to be installed on networked secondary Distribution Systems because of the design and operational aspects of network protectors. There are no such considerations for radial Distribution Systems.

b. Step 2: Will power be exported across the PCC?

- If yes, the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review.
- If No, the Generating Facility must incorporate one of the following four options:

Option 1 (“Reverse Power Protection”): To ensure that power is not exported across the PCC, a reverse power Protective Function may be provided. The default setting for this Protective Function, when used, shall be 0.1% (export) of the service transformer’s rating, with a maximum 2.0 second time delay.

Option 2 (“Minimum Power Protection”): To ensure that at least a minimum amount of power is imported across the PCC at all times (and therefore, that power is not exported), an under-power Protective Function may be provided. The default setting for this Protective Function, when used, shall be 5% (import) of the Generating Facility’s total Gross Nameplate Rating, with a maximum 2.0 second time delay.

Option 3 (“Certified Non-Islanding Protection”): To ensure that the incidental export of power across the PCC is limited to acceptable levels, this option, when used, requires that all of the following conditions be met: (a) the total Gross Nameplate Capacity of the Generating Facility must be no more than 25% of the nominal ampere rating of the Producer’s service equipment; (b) the total Gross Nameplate Capacity of the Generating Facility must be no more than 50% of the Producer’s service transformer capacity rating (this capacity requirement does not apply to customers taking primary service without an intervening transformer); and (c) the Generating Facility must be certified as Non-Islanding.

The ampere rating of the Customer’s Service Equipment to be used in this evaluation will be that rating for which the customer’s utility service was originally sized or for which an upgrade has been approved. It is not the intent of this provision to allow increased export simply by increasing the size of the customer’s service panel, without separate approval for the resize.

Option 4 (“Relative Generating Facility Rating”): This option, when used, requires Net Nameplate Rating of the Generating Facility to be so small in comparison to its host facility’s minimum load, that the use of additional Protective Functions is not required to insure that power will not be exported to MVU’s Distribution System. This option requires the Generating Facility capacity to be no greater than 50% of the Producer’s verifiable minimum Host Load over the past 12 months.

Significance:

- 1) If it can be ensured that the Generating Facility will not export power, MVU’s Distribution System does not need to be studied for Load-Carrying Capability or Generating Facility power flow effects on MVU voltage regulators.

- 2) This step permits the use of reverse-power or minimum-power relaying as a Non-Islanding Protective Function (Options 1, 2 and 3).
 - 3) This step allows, under certain defined conditions, for Generating Facilities that incorporate Certified Non-Islanding protection to qualify for Simplified
- c. Step 3: Is the Interconnection Facilities Equipment Certified for the application or does the Interconnection Facilities Equipment have interim MVU approval?
- If Yes, continue to next step.
 - If No, the Generating Facility and/or Interconnection Facilities does not qualify for Simplified Interconnection. Perform Supplemental Review.

Interim approval allows the MVU to treat equipment that has not completed the Rule 21 certification requirements as having met the intent of this screen. Interim approval is granted, at MVU's discretion, on a case by case basis, and approval for one Generating Facility does not guarantee approval for any other Generating Facility

Significance: If the Generating Facility and/or Interconnection Facilities has been Certified or previously approved by MVU, MVU does not need to repeat its full review and/or test of the Generating and/or Interconnection Facilities' Protective Functions. Site Commissioning Testing may still be required to insure that the Protective Functions are working properly.

Certification indicates that the criteria in Section J, as appropriate, have been tested and verified.

- d. Step 4: Is the aggregate Generating Facility capacity on the Line Section less than 15% of Line Section peak load?
- If Yes, continue to next step.
 - If No, the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review to determine cumulative impact on Line Section.

Significance:

- 1) Low penetration of Generating Facility installations will have a minimal impact on the operation and load restoration efforts of MVU's Distribution System.

- 2) The operating requirements for a high penetration of Generating Facilities may be different since the impact on MVU's Distribution System will no longer be minimal, therefore requiring additional study or controls.

e. Step 5: Is the Starting Voltage Drop within acceptable limits?

- If Yes, continue to next step.
- If No, the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review.

Note: This Step only applies to Generating Facilities that start by motoring the Generator(s).

MVU has two options in determining whether Starting Voltage Drop is acceptable. The option to be used is at MVU's discretion:

Option 1: MVU may determine that the Generating Facility's starting In-rush Current is equal to or less than the continuous ampere rating of the customer's service equipment.

Option 2: MVU may determine the impedances of the service distribution transformer (if present) and the secondary conductors to Customer's service equipment and perform a voltage drop calculation. Alternatively, MVU may use tables or nomographs to determine the voltage drop. Voltage drops caused by starting a Generator as a motor must be less than 2.5% for primary interconnections and 5% for secondary interconnections.

Significance:

- 1) This step addresses potential voltage fluctuation problems that may be caused by Generators that start by motoring.
- 2) When starting, Generating Facilities should have minimal impact on the service voltage to other MVU Customers.
- 3) Passing this step does not relieve the Producer from ensuring that its Generating Facility complies with the flicker requirements of this Rule, Section D.2.d.

f. Step 6: Is the Gross Nameplate Rating of the Generating Facility 11 kVA or less?

- If Yes, the Generating Facility qualifies for Simplified Interconnection. Skip remaining steps.
- If No, continue to next step.

Significance:

The Generating Facility will have a minimal impact on fault current levels and any potential line overvoltages from loss of MVU’s Distribution System neutral grounding.

g. Step 7: Is the Short Circuit Current Contribution Ratio within acceptable limits?

- If Yes, continue to next step.
- If No, the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review.

The Short Circuit Current Contribution Ratio Screen consists of two criteria; both of which must be met when applicable:

- 1) When measured at primary side (high side) of a Dedicated Distribution Transformer serving a Generating Facility, the sum of the Short Circuit Contribution Ratios of all generating facilities connected to MVU’s Distribution System circuit that serves the Generating Facility must be less than or equal to 0.1, and
- 2) When measured at the secondary side (low side) of a shared distribution transformer, the short circuit contribution of the proposed Generating Facility must be less than or equal to 2.5% of the interrupting rating of the Producer’s Service Equipment.

Significance:

If the Generating Facility passes this screen it can be expected that it will have no significant impact on MVU’s Distribution System’s short circuit duty, fault detection sensitivity, relay coordination or fuse-saving schemes.

h. Step 8: Is the Line Configuration compatible with the Interconnection type?

- If Yes, the Generating Facility qualifies for Simplified Interconnection.
- If No, then the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review. Identify primary distribution line configuration that will serve the Generating Facility. Based on the type of Interconnection to be used for the Generating Facility, determine from the Table I.1 if the proposed Generating Facility passes the step.

Table I.1

Primary Distribution Line Type Configuration	Type of Interconnection to be Made to Primary Distribution Line	Results/Criteria
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Three-phase, three wire	Any type	Pass Step
Three-phase, four wire	Single-phase, line-to-neutral	Pass Step
Three-phase, four wire (For any line that has such a section OR mixed three wire and four wire)	All others	To pass, aggregate GF Nameplate Rating must be less than or equal to 10% of Line Section peak load

Significance: If the primary distribution line serving the Generating Facility is of a “three-wire” configuration, or if the Generating Facility’s distribution transformer is single-phase and connected in a line-to-neutral configuration, then there is no concern about overvoltages to MVU’s, or other Customer’s equipment caused by loss of system neutral grounding during the operating time of the Non-Islanding Protective Function.

U. CERTIFICATION AND TESTING CRITERIA

2. INTRODUCTION

This Section describes the test procedures and requirements for equipment used for the Interconnection of Generating Facilities to MVU’s Distribution System. Included are Type Testing, Production Testing, Commissioning Testing and Periodic Testing. The procedures listed rely heavily on those described in appropriate Underwriters Laboratory (UL), Institute of Electrical and Electronic Engineers (IEEE), and International Electrotechnical Commission (IEC) documents—most notably UL 1741 and IEEE 929, as well as the testing described in *May 1999 New York State Public Services Commission Standardized Interconnection Requirements*. As noted in Section A, this rule has been revised to be consistent with ANSI/IEEE 1547-2003 *Standard for Interconnecting Distributed Resources with Electric Power Systems*.

The tests described here, together with the technical requirements in Section D of this Rule, are intended to provide assurance that the Generating Facility’s equipment will not adversely affect MVU’s Distribution System and that a Generating Facility will cease providing power to MVU’s Distribution System under abnormal conditions. The tests were developed assuming a low level of Generating Facility penetration or number of connections to MVU’s Distribution System. At high levels of Generating Facility penetration, additional requirements and corresponding test procedures may need to be defined.

Section J also provides criteria for “Certifying” Generators or inverters. Once a Generator or inverter has been Certified per this Rule, it may be considered suitable for Interconnection with MVU’s Distribution System. Subject to the exceptions described in Section J, MVU will not repeat the design review or require retesting of such Certified Equipment. It should be noted that the Certification process is intended to facilitate Generating Facility Interconnections. Certification is not a prerequisite to interconnect a Generating Facility.

The revisions made to this rule relative to IEEE 1547-2003 have resulted in changes in set points, test criteria, test procedures, and other requirements that will impact previously certified or listed equipment as well as equipment currently under evaluation. These changes were made to provide consistency with IEEE 1547. Equipment that is certified or that has been submitted to a Nationally Recognized Testing Laboratory (NRTL) for testing prior to the adoption of the revised Underwriters Laboratories (UL) 1741 titled Inverters, Converters, Controllers and Interconnection Systems Equipment for use with Distributed Energy Resources and that subsequently meet the provisions Rule 21 certification requirements will continue to be accepted as Certified Equipment for Interconnection Applications submitted through May 7, 2007, the effective date of the revised UL 1741. [this change will be incorporated by Advice Letter in Dec. 2005]

2. CERTIFIED AND NON-CERTIFIED INTERCONNECTION EQUIPMENT

a. Certified Equipment

Equipment tested and approved (e.g., “Listed”) by an accredited NRTL as having met both the Type Testing and Production Testing requirements described in this document is considered to be Certified Equipment for purposes of Interconnection with MVU’s Distribution System. Certification may apply to either a pre-packaged system or an assembly of components that address the necessary functions. Type Testing may be done in the manufactures’ factory or test laboratory, or in the field. At the discretion of the testing laboratory, field-certification may apply only to the particular installation tested. In such cases, some or all of the tests may need to be repeated at other installations.

When equipment is certified by a NRTL, the NRTL shall provide to the manufacturer, at a minimum, a Certificate with the following information for each device:

Administrative:

- 1) The effective date of Certification or applicable serial number (range or first in series), and/or other proof that Certification is current;

- 2) Equipment model number(s) of the Certified Equipment;
- 3) The software version utilized in the equipment, if applicable;
- 4) Test procedures specified (including date or revision number); and
- 5) Laboratory accreditation (by whom and to what standard).

Technical (as appropriate):

- 1) Device ratings (kW, kVA, Volts, Amps, etc.);
- 2) Maximum available fault current in Amps;
- 3) In-rush Current in Amps;
- 4) Trip points, if factory set (trip value and timing);
- 5) Trip point and timing ranges for adjustable settings;
- 6) Nominal power factor or range if adjustable;
- 7) If the equipment is Certified for Non-Exporting and the method used (reverse power or under power); and
- 8) If the equipment is Certified Non-Islanding.

It is the responsibility of the equipment manufacturer to ensure that Certification information is made publicly available by the manufacturer, the testing laboratory or by a third party.

b. Non-Certified Equipment

For non-Certified Equipment, some or all of the tests described in this Rule may be required by MVU for each Generating Facility and/or Interconnection Facilities. The manufacturer or a laboratory acceptable to MVU may perform these tests. Test results for Non-Certified Equipment must be submitted to MVU for the Supplemental Review. Approval by MVU for equipment used in a particular Generating Facility and/or Interconnection Facilities does not guarantee MVU's approval for use in other Generating Facility and/or Interconnection Facilities.

3. TYPE TESTING

- a. Type Tests and Criteria for Interconnection Equipment Certification. Type Testing provides a basis for determining that equipment meets the specifications for being designated as Certified Equipment under this Rule. The requirements described in this Section cover only issues related to

Interconnection and are not intended to address equipment safety or other issues.

Table J.1. defines the test criteria by Generator or inverter technology. While UL 17411 was written specifically for inverters, the requirements are readily adaptable to synchronous Generators, induction Generators, as well as single/multi-function controllers and protection relays. Until a universal test standard is developed, MVU or NRTL shall adapt the procedures referenced in Table J.1 as appropriate and necessary for a Generating Facility and/or Interconnection Facilities or associated equipment performance and its control and Protective Functions. The tests shall be performed in the sequence shown in Table J.2 below.

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Table J.1 Type Tests and Requirements for Interconnection Equipment Certification

Type Test	Reference (1)	Inverter	Synchronous Generator	Induction Generator
Utility Interaction	UL 1741 – 39	X	X	X
DC Isolation	UL 1741 – 40.1	X	-	-
Simulated PV Array (Input) Requirements	UL 1741 – 41.2	X	-	-
Dielectric Voltage Withstand	UL 1741 – 44	X	X	X
	UL 1741 – 45.2.2	X	X	X
Harmonic Distortion	UL 1741 – 45.4	X	X	X
DC Injection	UL 1741 – 45.5	X	-	-
Utility Voltage and Frequency Variation	UL 1741 – 46.2	X	X	X
Reset Delay	UL 1741 – 46.2.3	X	X	X
Loss of Control Circuit	UL 1741 – 46.4	X	X	X
Short Circuit	UL 1741 – 47.3	X	X	X
Load Transfer	UL 1741 – 47.7	X	X	X
Surge Withstand Capability	J.3.e	X	X	X
Anti-Islanding	J.3.b	(2)	(2)	(2)
Non-Export	J.3.c	(3)	(3)	(3)
In-rush Current	J.3.d	-	-	(4)
Synchronization	J.3.f	(5)	X	(5)

Table Notes: (1) References are to section numbers in either UL 1741 (Inverters, Converters and Charge Controllers for use in Independent Power Systems) or this Rule. References in UL 1741 to “photovoltaics” or “inverter” may have to be adapted to the other technologies by the testing laboratory to appropriately apply in the tests to other technologies.

(2) Required only if Non-Islanding designation

(3) Required only if Non-Export designation is desired.

(4) Required for Generators that use MVU power to motor to speed.

(5) Required for all self-excited induction Generators as well as Inverters that operate as voltage sources when connected to MVU’s Distribution System.

X = Required , - = Not Required

Table J.2 Type Tests Sequence for Interconnection Equipment Certification

Test No.	Type Test
1	Utility Voltage and Frequency Variation
2	Synchronization
3	Surge Withstand Capability
4	Utility Voltage and Frequency Variation
5	Synchronization
6	Other Required and Optional Tests
Tests 1, 2, and 3, must be done first and in the order shown. Tests 4 and on follow in order convenient to the test agency.	

b. Anti-Islanding Test

Devices that pass the Anti-Islanding test procedure described in UL 1741 Section 46.3 will be considered Non-Islanding for the purposes of these

interconnection requirements. The test is required only for devices for which a Certified Non-Islanding designation is desired.

c. Non-Export Test

Equipment that passes the Non-Export test procedure described in Section J.7.a. will be considered Non-Exporting for the purposes of these Interconnection requirements. This test is required only for equipment for which a Certified Non-Export designation is desired.

d. In-rush Current Test

Generation equipment that utilizes MVU power to motor up to speed will be tested using the procedure defined in Section J.7.b. to determine the maximum current drawn during this startup process. The resulting In-rush Current is used to estimate the Starting Voltage Drop.

e. Surge Withstand Capability Test

The interconnection equipment shall be tested for the surge withstand requirement in D.1.c in all normal operating modes in accordance with IEEE Std C62.45-2002 for equipment rated less than 1000 V to confirm that the surge withstand capability is met by using the selected test level(s) from IEEE Std C62.41.2-2002. Interconnection equipment rated greater than 1000 V shall be tested in accordance with manufacturer or system integrator designated applicable standards. For interconnection equipment signal and control circuits, use IEEE Std C37.90.1-2002. These tests shall confirm the equipment did not fail, did not misoperate, and did not provide misinformation (IEEE1547-5.1.3.2). The location/exposure category for which the equipment has been tested shall be clearly marked on the equipment label or in the equipment documentation. External surge protection may be used to protect the equipment in harsher location/exposure categories.

h. Synchronization Test

This test is applied to synchronous Generators, self-excited induction generators, and inverters capable of operating as voltage-source while connected to MVU's Distribution System. The test is also applied to the resynchronization Function (transition from stand-alone to parallel operation) on equipment that provides such functionality. This test may not need to be performed on both the synchronization and re-synchronization functions if the manufacturers can verify to the satisfaction of the testing organization that monitoring and controls hardware and software are common to both functions. This test is not necessary for induction generators or current-source inverters. Instead, the In-rush Current test Section J.3.d shall be applied to those generators.

This test shall demonstrate that at the moment of the paralleling-device closure, all three synchronization parameters in Table J.3 are within the stated limits. This test shall also demonstrate that if any of the parameters are outside of the limits stated in the table, the paralleling-device shall not close (IEEE 1547- 5.1.2A). The test will start with only one of the three parameters: (1) voltage difference between Generating Facility and MVU's Distribution System; (2) frequency difference; or (3) phase angle outside of the synchronization specification. Verify that the Generating Facility is brought within specification prior to synchronization. Repeat the test five times for each of the three parameters. For manual synchronization with synch check or manual control with auto synchronization, the test must verify that paralleling does not occur until the parameters are brought within specifications.

Table J.3. Synchronization Parameter Limits [1]

Aggregate Rating of Generator Units (kVA)	Frequency Difference (Δf , Hz)	Voltage Difference (ΔV , %)	Phase Angle Difference ($\Delta \phi$, \square)
0-500	0.3	10	20
> 500-1,500	0.2	5	15
> 1,500-10,000	0.1	3	10

[1] – IEEE 1547-5.1.1B

i. Paralleling Device Withstand Test

The di-electric voltage withstand test specified in Section J.1 shall be performed on the paralleling device to ensure compliance with those requirements specified in Section D.1.c (IEEE 1547-5.1.3.3).

4. Production Testing

As a minimum, each interconnection system shall be subjected to the Utility Voltage and Frequency Variation Test procedure described in UL1741 under Manufacturing and Production Tests, Section 68 and the Synchronization test specified in Section J.3.f Interconnection systems with adjustable set points shall be tested at a single set of set points as specified by the manufacturer. This test may be performed in the factory or as part of a Commissioning Test (Section J.5.).

5. Commissioning Testing

- a. Commissioning Testing, where required, will be performed on-site to verify protective settings and functionality. Upon initial Parallel Operation of a Generating Facility, or any time interface hardware or software is changed

that may affect the functions listed below, a Commissioning Test must be performed. An individual qualified in testing protective equipment (professional engineer, factory-certified technician, or licensed electrician with experience in testing protective equipment) must perform Commissioning Testing in accordance with the manufacturer's recommended test procedure to verify the settings and requirements per this Rule.

MVU may require written Commissioning test procedure be submitted to MVE at least 10 working days prior to the performance of the Commissioning Test. MVU has the right to witness Commissioning Test, MVU may also require written certification by the installer describing which tests were performed and their results. Protective Functions to be tested during commissioning, particularly with respect to non-Certified equipment, may consist of the following:

- (1) Over and under voltage
- (2) Over and under frequency
- (3) Anti-Islanding function (if applicable)
- (4) Non-Exporting function (if applicable)
- (5) Inability to energize dead line
- (6) Time delay on restart after utility source is stable
- (7) Utility system fault detection (if used)
- (8) Synchronizing controls (if applicable)
- (9) Other Interconnection Protective Functions that may be required as part of the Interconnection Agreement

Commissioning Test shall include visual inspections of the interconnection equipment and protective settings to confirm compliance with the interconnection requirements.

b. Other checks and tests that may need to be performed include:

- (1) Verifying final Protective Function settings
- (2) Trip test (J.5.f)
- (3) In-service tests (J.5.g)

c. Certified Equipment

Generating Facilities qualifying for Simplified Interconnection incorporate Certified Equipment that have, at a minimum, passed the Type Tests and Production Tests described in this Rule and are judged to have little or no potential impact on MVU's Distribution System. For such Generating Facilities,

it is necessary to perform only the following tests:

- (1) Protective Function settings that have been changed after Production Testing will require field verification. Tests shall be performed using injected secondary frequencies, voltages and currents, applied waveforms, at a test connection using a Generator to simulate abnormal utility voltage or frequency, or varying the set points to show that the device trips at the measured (actual) utility voltage or frequency.
- (2) The Non-Islanding function shall be checked by operating a load break disconnect switch to verify the Interconnection equipment ceases to energize MVU's Distribution System and does not re-energize it for the required time delay after the switch is closed.
- (3) The Non-Exporting function shall be checked using secondary injection techniques. This function may also be tested by adjusting the Generating Facility output and local loads to verify that the applicable Non-Exporting criteria (i.e., reverse power or underpower) are met.

The Supplemental Review or an Interconnection Study may impose additional components or additional testing.

d. Non-Certified Equipment

Non-certified Equipment shall be subjected to the appropriate tests described in Type Testing (Section J.3.) as well as those described in Certified Equipment Commissioning Tests (Section J.5.c.). With MVU's approval, these tests may be performed in the factory, in the field as part of commissioning, or a combination of both. MVU, at its discretion, may also approve a reduced set of tests for a particular Generating Facility or, for example, if it determines it has sufficient experience with the equipment.

f. Verification of Settings

At the completion of Commission testing, the Producer shall confirm all devices are set to MVU-approved settings. Verification shall be documented in the Commissioning Test Certification.

f. Trip Tests

Interconnection Protective Functions and devices (e.g. reverse power relays) that have not previously been tested as part of the Interconnection Facilities with their associated interrupting devices (e.g. contactor or circuit breaker) shall be trip tested during commissioning. The trip test shall be adequate to prove that the associated interrupting devices open when the protective devices operate. Interlocking circuits between Protective

Function devices or between interrupting devices shall be similarly tested unless they are part of a system that has been tested and approved during manufacturing.

g. In-service Tests

Interconnection Protective Functions and devices that have not previously been tested as part of the Interconnection Facilities with their associated instrument transformers or that are wired in the field shall be given an in-service test during commissioning. This test will verify proper wiring, polarity, CT/PT ratios, and proper operation of the measuring circuits. The in-service test shall be made with the power system energized and carrying a known level of current. A measurement shall be made of the magnitude and phase angle of each Alternating Current (AC) voltage and current connected to the protective device and the results compared to expected values. For protective devices with built-in Metering Functions that report current and voltage magnitudes and phase angles, or magnitudes of current, voltage, and real and reactive power, the metered values may be used for in-service testing. Otherwise, portable ammeters, voltmeters, and phase-angle meters shall be used.

6. Periodic Testing

Periodic Testing of Interconnection-related Protective Functions shall be performed as specified by the manufacturer, or at least every four years. All Periodic Tests prescribed by the manufacturer shall be performed. The Producer shall maintain Periodic Test reports or a log for inspection by MVU. Periodic Testing conforming to MVU test intervals for the particular Line Section may be specified by MVU under special circumstances, such as high fire hazard areas. Batteries used to activate any Protective Function shall be checked and logged once per month for proper voltage.

Once every four years, the battery must be either replaced or a discharge test performed.

7. Type Testing Procedures Not Defined in Other Standards

This Section describes the additional Type Tests necessary to qualify a device as Certified under this Rule. These Type Tests are not contained in Underwriters Laboratories UL 1741 Standard *Inverters, Converters and Controllers for Use in Independent Power Systems*, or other referenced standards.

a. Non-Exporting Test Procedures

The Non-Exporting test is intended to verify the operation of relays, controllers and inverters designed to limit the export of power and certify the equipment as meeting the requirements of Screen 2, Options 1 and 2, of the review process. Tests are provided for discrete relay packages and for controllers and inverters with the intended Functions integrated.

(1) Discrete Reverse Power Relay Test

This version of the Non-Exporting test procedure is intended for discrete reverse power and underpower relay packages provided to meet the requirements of Options 1 and 2 of Screen 2. It should be understood that in the reverse power application, the relay will provide a trip output with power flowing in the export (toward MVU's Distribution System) direction.

Step 1: Power Flow Test at Minimum, Midpoint and Maximum Pickup Level Settings

Determine the corresponding secondary pickup current for the desired export power flow of 0.5 secondary watts (the minimum pickup setting, assumes 5 amp and 120V CT/PT secondary). Apply nominal voltage with minimum current setting at zero (0) degrees phase angle in the trip direction. Increase the current to pickup level. Observe the relay's (LCD or computer display) indication of power values. Note the indicated power level at which the relay trips. The power indication should be within 2% of the expected power. For relays with adjustable settings, repeat this test at the midpoint, and maximum settings. Repeat at phase angles of 90, 180 and 270 degrees and verify that the relay does not operate (measured watts will be zero or negative).

Step 2: Leading Power Factor Test

Apply rated voltage with a minimum pickup current setting (calculated value for system application) and apply a leading power factor load current in the non-trip direction (current lagging voltage by 135 degrees). Increase the current to relay rated current and verify that the relay does not operate. For relays with adjustable settings, this test should be repeated at the minimum, midpoint, and maximum settings.

Step 3: Minimum Power Factor Test

At nominal voltage and with the minimum pickup (or ranges) determined in Step 1, adjust the current phase angle to 84 or 276 degrees. Increase the current level to pickup (about 10 times higher than at 0 degrees) and verify that the relay operates. Repeat for phase angles of 90, 180 and 270 degrees and verify that the relay does not operate.

Step 4: Negative Sequence Voltage Test

Using the pickup settings determined in Step 1, apply rated relay voltage and current at 180 degrees from tripping direction, to

simulate normal load conditions (for three-phase relays, use Ia at 180, Ib at 60 and Ic at 300 degrees). Remove phase-1 voltage and observe that the relay does not operate. Repeat for phases-2 and 3.

Step 5: Load Current Test

Using the pickup settings determined in Step 1, apply rated voltage and current at 180 degrees from the tripping direction, to simulate normal load conditions (use Ia at 180, Ib at 300 and Ic at 60 degrees). Observe that the relay does not operate.

Step 6: Unbalanced Fault Test

Using the pickup settings determined in Step 1, apply rated voltage and 2 times rated current, to simulate an unbalanced fault in the non-trip direction (use Va at 0 degrees, Vb and Vc at 180 degrees, Ia at 180 degrees, Ib at 0 degrees, and Ic at 180 degrees). Observe that the relay, especially single phase, does operate properly.

Step 7: Time Delay Settings Test

Apply Step 1 settings and set time delay to minimum setting. Adjust the current source to the appropriate level to determine operating time, and compare against calculated values. Verify that the timer stops when the relay trips. Repeat at midpoint and maximum delay settings.

Step 8: Dielectric Test

Perform the test described in IMVU 414 using 2 kV RMS for 1 minute.

Step 9: Surge Withstand Test

Perform the surge withstand test described in IEEE C37.90.1.1989 or the surge withstand capability test described in J.3.e.

(2) Discrete Underpower Relay Test

This version of the Non-Exporting test procedure is intended for discrete underpower relay packages and meets the requirements of Option 2 of Screen 2. A trip output will be provided when import power (toward the Producer's load) drops below the specified level.

Note: For an underpower relay, pickup is defined as the highest power level at which the relay indicates that the power is less than the set level.

Step 1: Power Flow Test at Minimum, Midpoint and Maximum Pickup Level Settings

Determine the corresponding secondary pickup current for the desired power flow pickup level of 5% of peak load minimum pickup setting. Apply rated voltage and current at 0 (zero) degrees phase angle in the direction of normal load current. Decrease the current to pickup level. Observe the relay's (LCD or computer display) indication of power values. Note the indicated power level at which the relay trips. The power indication should be within 2% of the expected power. For relays with adjustable settings, repeat the test at the midpoint, and maximum settings. Repeat at phase angles of 90, 180 and 270 degrees and verify that the relay operates (measured watts will be zero or negative).

Step 2: Leading Power Factor Test

Using the pickup current setting determined in Step 1, apply rated voltage and rated leading power factor load current in the normal load direction (current leading voltage by 45 degrees). Decrease the current to 145% of the pickup level determined in Step 1 and verify that the relay does not operate. For relays with adjustable settings, repeat the test at the minimum, midpoint, and maximum settings.

Step 3: Minimum Power Factor Test

At nominal voltage and with the minimum pickup (or ranges) determined in Step 1, adjust the current phase angle to 84 or 276 degrees. Decrease the current level to pickup (about 10% of the value at 0 degrees) and verify that the relay operates. Repeat for phase angles 90, 180 and 270 degrees and verify that the relay operates for any current less than rated current.

Step 4: Negative Sequence Voltage Test

Using the pickup settings determined in Step 1, apply rated relay voltage and 25% of rated current in the normal load direction, to simulate light load conditions. Remove phase 1 voltage and observe that the relay does not operate. Repeat for Phases-2 and 3.

Step 5: Unbalanced Fault Test

Using the pickup settings determined in Step 1, apply rated voltage and two times rated current, to simulate an unbalanced fault in the normal load direction (use V_a at 0 degrees, V_b and V_c at 180

degrees, Ia at 0 degrees, Ib at 180 degrees, and Ic at 0 degrees). Observe that the relay (especially single-phase types) operates properly.

Step 6: Time Delay Settings Test

Apply Step 1 settings and set time delay to minimum setting. Adjust the current source to the appropriate level to determine operating time, and compare against calculated values. Verify that the timer stops when the relay trips. Repeat at midpoint and maximum delay settings.

Step 7: Dielectric Test

Perform the test described in IEC 414 using 2 kV RMS for 1 minute.

Step 8: Surge Withstand Test

Perform the surge withstand test described in IEEE C37.90.1.1989 or the surge withstand test described in Section J.3.e.

(3) Tests for Inverters and Controllers with Integrated Functions

Inverters and controllers designed to provide reverse or underpower functions shall be tested to certify the intended operation of this function. Two methods are acceptable:

Method 1: If the inverter or controller utilizes external current/voltage measurement to determine the reverse or underpower condition, then the inverter or controller shall be functionally tested by application of appropriate secondary currents and potentials as described in the Discrete Reverse Power Relay Test, Section J.7.a.(1) of this Rule.

Method 2: If external secondary current or voltage signals are not used, then unit-specific tests must be conducted to verify that power cannot be exported across the PCC for a period exceeding two seconds. These may be factory tests, if the measurement and control points are integral to the unit, or they may be performed in the field.

b. In-rush Current Test Procedures

This test will determine the maximum In-rush Current drawn by the Generator.

(1) Locked-Rotor Method

Use the test procedure defined in NEMA MG-1 (manufacturer's data is acceptable if available).

(3) Start-up Method

Install and setup the Generating Facility equipment as specified by the manufacturer. Using a calibrated oscilloscope or data acquisition equipment with appropriate speed and accuracy, measure the current draw at the Point of Interconnection as the Generating Facility starts up and parallels with MVU's Distribution System. Startup shall follow the normal, manufacturer-specified procedure. Sufficient time and current resolution and accuracy shall be used to capture the maximum current draw within 5%. In-rush Current is defined as the maximum current draw from MVU during the startup process, using a 10-cycle moving average. During the test, the utility source, real or simulated, must be capable of maintaining voltage within +/- 5% of rated at the connection to the unit under test. Repeat this test five times. Report the highest 10-cycle current as the In-rush Current. A graphical representation of the time-current characteristic along with the certified In-rush Current must be included in the test report and made available to MVU.

OBSOLETE

ELECTRIC RULE 21A – GENERATION INTERCONNECTION RULES, TERMS AND CONDITIONS (OBSOLETE)

Applicability

The former MVU Net Energy Metering 2.0/Interconnection Agreement has been replaced by Rule 21A. This rule applies to all interconnections between MVU and the generation Producer providing for the Interconnection of a Generating Facility that gives certain rights and obligations to effect or end Interconnection.

Applicable to Customer-Generators, as defined in Section 2827 of the California Public Utilities Code, operating a renewable electrical generation facility, as therein defined, located on the customer's owned, leased, or rented premises, is a vendor/contractor owned PV system that is leased or rented (includes a purchase power agreement) to an MVU electric customer or a customer owned system that is intended primarily to offset part or all of the customer's own electrical requirements and which is interconnected and operates in parallel with MVU's power system as authorized by MVU.

Territory

Within the entire territory served by Moreno Valley Utility.

Net Surplus Compensation Rate

The net surplus compensation rate per kWh applied to any net surplus energy remaining at the end of the customer's relevant period based on the MVU rate under which the customer is billed and all the conditions thereof.

Special Conditions

1. As determined in each billing period, when a customer is a net consumer of energy, the resulting net consumed energy will be used in the calculation of all applicable energy charges.
2. As determined in each billing period, when a customer is a net producer of energy, the resulting net produced energy will be used in the calculation of a monetary value that shall only be applied to the customer's monthly bill, including any minimum charges and applicable taxes. The customer acknowledges that no incentive is available for the installed PV system.
3. A customer is a net producer of energy when the amount of generated kilowatt-hours (kWh) of energy that is exported to MVU's system exceeds the amount that the customer receives from MVU.
4. The monetary value calculated is the product of the net kWh produced multiplied by the Net Surplus Compensation Rate (NSCR).
5. The NSCR value is established by MVU to reflect the costs MVU avoids in procuring power during the time period net surplus generators are likely to produce excess power.
6. MVU shall retain any net surplus energy generated by the NEM customer, including any associated environmental attributes or renewable energy credits ("REC").

7. To be eligible for service under this Schedule, generating facilities must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules regarding safety and reliability (i.e., MVU's Electric Rule 21). All generating facilities must have a warranty of at least 10 years for all equipment and the associated installation from the system provider (not from MVU). All major solar system components (including PV panels and other generation equipment, inverters and meters) must be on the verified equipment list maintained by the CEC. Any other equipment, as determined by MVU, must be verified as having safety certification from a Nationally Recognized Testing Laboratory.

8. To be eligible for service under this Schedule, the customer's generating facilities must be sized to offset part or all of the customer's own electrical requirements and cannot be oversized. This means that the estimated output of the generating facility, using the CEC-AC nameplate rating for inverter-based generating facilities must not exceed the customer's previous annual usage in kWh. In the event that there is less than 12 months of previous recorded usage data, the standard of 2 watts per square foot of the premises will apply.

9. Customers seeking to interconnect their generating facilities for the purpose of receiving service under this Schedule are subject to the interconnection requirements and interconnection cost responsibility provisions as established in MVU's Electric Rule 21.

10. A new customer of record who owns, rents, or leases a premise that includes a generating facility that was approved by MVU for parallel operation prior to the new customer moving in and/or taking electric service with MVU will take service under this Schedule as long as the requirements of this Schedule are met. This provision also applies to premises where the developer/contractor establishes the interconnection.

11. Existing generating facilities currently under Schedule NEM that are modified such that: (1) the generating capacity or output increases by 10% or more; or (2) adding battery storage will be placed under Schedule NEM 2.0.

12. Existing customers under Schedule NEM will remain under Schedule NEM for a period of fifteen (15) years from the original year in which their generating facility was interconnected to MVU's grid as determined from the date the customer received the permission to operate (PTO), and then will be switched to Schedule NEM 2.0 or any otherwise applicable rate schedule. Existing customers under Schedule NEM can request to be placed under Schedule NEM 2.0 at any time; the customer's account will be trued up at the time of the request. This means that any outstanding balance due or credit due will be applied to the next regular billing.

Solar or Wind Generating Facility

1. Operating Option

1. Customer has elected to construct, design, install, operate, and maintain the Facility in a manner consistent with the normal and safe operation of the electrical distribution system owned and operated by MVU. The Facility is intended primarily to provide part or all of the Customer's own electrical energy

requirements. If the facility is within the service territory of MVU, then by that fact the Customer understands, accepts, and agrees that connection and operation of the Customer's Facility shall be subject to the terms and conditions set forth in in MVU's Electric Service Rules (the "Rules").

2. Pursuant to Electric Service Rule No. 21 and Rule 21A, based on facility type and size, an Interconnection Fee may be required.

2. Credits for Net Energy

1. Customer is eligible to receive credits for energy if Customer's monthly energy generated by the Facility exceeds Customer's monthly energy requirements, calculated by the "Net Metering." Net Metering uses a non-demand, time differentiated meter or meters to measure the difference between the energy supplied by MVU and the energy generated by the Facility and supplied to MVU. Net metering account billing options, net energy carryover rules and restrictions, and energy costs are controlled by MVU's Net Metering Schedule in effect at the time of Customer's start of service.

3. Interruption or Reduction of Deliveries

1. MVU shall not be obligated to accept, and MVU may require Customer to interrupt or reduce, deliveries of energy to MVU: (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of MVU's equipment or part of the MVU system; or (b) if MVU determines that curtailment, interruption, or reduction of receipt of energy from Customer's Facility is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.
2. Notwithstanding any other provision of this Rule, if at any time MVU, in its sole discretion, determines that either (a) the Facility may endanger MVU personnel or members of the general public, or (b) the continued operation of Customer's Facility may impair the integrity of MVU's electric distribution system, MVU shall have the right to disconnect Customer's Facility from MVU's electric distribution system. Customer's Facility shall remain disconnected until such time as MVU is satisfied that the condition(s) referenced in (a) or (b) of this paragraph have been corrected, and MVU shall not be obligated to compensate Customer for any loss of use of generation or energy during any and all periods of such disconnection.

4. Interconnection

1. Customer shall deliver energy from the Facility to MVU at MVU's meter.
2. Customer, and not MVU, shall be solely responsible for all legal and financial obligations arising from the construction, installation, design, operation, and maintenance of the Facility in accordance with all applicable laws and regulations.
3. Customer, at Customer's sole expense, shall obtain and possess all permits and authorizations in accordance with all applicable laws and regulations for the construction, installation, design operation and maintenance of the Facility.

4. MVU shall furnish and install one or more standard watt-hour meters to read energy generated by Customer's Facility. Customer shall provide and install a meter socket and connections in accordance with MVU's metering standards. If the Customer desires more detailed metering equipment, all associated costs will be incurred by the Customer.
 5. MVU shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility or battery storage. For interconnections involving battery storage, Customer shall be responsible for all inspection and commissioning fees. Customer shall notify MVU in accordance with the terms of Section 12, herein, at least five (5) days prior to such inspection.
 6. Customer shall not connect the Facility, or any portion of it, to MVU's distribution system, until written approval of Facility has been given to Customer by MVU. Such approval shall not be unreasonably withheld.
 7. Customer may reconnect its Facility to the MVU system following normal operational outages and interruptions without notifying MVU unless MVU has disconnected service, or MVU notifies Customer that a reasonable possibility exists that reconnection would pose a safety hazard.
 8. If MVU has disconnected Service to the Facility, or MVU has notified Customer that a reasonable possibility exists that reconnection would pose a safety hazard, Customer may call MVU's Customer Service Center to request authorization to reconnect the Facility.
- 5. Design Requirements**
1. Customer's Facility, and all portions of it used to provide or distribute electrical power and parallel interconnection with MVU's distribution equipment shall be designed, installed, constructed, operated, and maintained in compliance with this Rule. Compliance with this section is mandatory.
 2. Customer shall conform to all applicable solar or wind electrical generating system safety and performance standards established by MVU's Electric Service Rule No. 21, the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), and accredited testing laboratories such as Underwriters Laboratories, and where applicable, rules of the Public Utilities Commission regarding safety and reliability, and applicable building codes.
- 6. Maintenance and Permits**
1. Customer shall: (a) maintain the Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, requirements of Section 5 above, and (b) to the extent

that future requirements may require, obtain any governmental authorizations or permits required for the operation of the Facility. Customer shall reimburse MVU for any and all losses, damages, claims, penalties, or liability MVU incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Customer's Facility.

7. Access to Premises

1. MVU may enter Customer's premises without prior notice (a) to inspect, at all reasonable hours, Customer's protective devices and read or test any meter for the Facility and (b) to disconnect, at any time, without notice, the Facility if, in MVU's sole opinion, a hazardous condition exists and that immediate action is necessary to protect persons, or MVU's facilities, or property of others from damage or interference caused by (1) Customer's Facility, or (2) Customer's failure to comply with the requirements of this Rule.

8. Indemnity and Liability by Customer

1. Customer shall indemnify and hold MVU, its directors, officers, agents and employees harmless against all loss, damages expense and liability to third persons for injury to or death of persons or injury to property caused by the Customer's engineering design, construction, installation, ownership, maintenance or operations of the Facility in connection with this Agreement by reason of omission or negligence, whether active or passive. Customer shall, on MVU's request, defend any suit asserting a claim covered by this indemnity. Customer shall pay all costs that may be incurred by MVU in enforcing this indemnity.
2. Neither MVU, its officers, agents nor employees shall be liable for any claims, demands, costs, losses, causes of action, or any other construction, ownership, maintenance or operation of, or making of replacements, additions or betterment to, Customer's Facility except to the extent actually caused by the sole and gross negligence of the MVU.
3. Neither MVU, its officers, agents nor employees shall be liable for damages of any kind to the Facility caused by any electrical disturbance of the MVU system or on the system of another, whether or not the electrical disturbance results from the negligence of MVU.

9. Insurance

1. Customer is required to maintain insurance in force for the duration of this life of the Facilities in the amount of \$xxx per install kW capacity of the Facilities. MVU shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. Such insurance shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to MVU prior to cancellation, termination, alteration, or material change of such insurance.

CHART OF CHARGES AND FEES

Item	Charge
Service Initiation Charge	
Next Day, Normal Business Hours	\$15.00
Identity Verification Fee	\$5.00
Additional Charge for Same Day Turn On of Service	\$30.00
Additional Charge for Weekends and After Hours Turn On of Service	\$50.00
Deposits	
Residential Service – Single Family	Twice Average Monthly Bill, minimum \$235
Residential Service – Multi-Family	Twice Average Monthly Bill, minimum \$105
Non Residential Service	Twice Maximum Monthly Bill
Reestablishment of Credit	Twice Maximum Monthly Bill
Interest on Deposits	1/12 th of the Interest Rate on Commercial Paper (Prime, 3 Months)
Interest on Unauthorized Use Billings	10% Per Annum
Interest on Amortized Repayment Agreements	10% Per Annum
Return Check Charge	\$31.00
Field Notification Charge	\$10.00
Collection Processing Fee	\$30.00
Meter Test Deposit – (Refunded if Meter Registers within Parameters)	
Meter Installed without Current or Potential Transformer	\$20.00
Meter Installed with Current or Potential Transformer	\$100.00
Late Charge	0.9% per Month of Unpaid Balance
Utility Users Tax	5.75%
Reconnection Charge	
Meter Panel – Next Day	\$20.00
Meter Panel – Same Day During Working Hours	\$30.00
Meter Panel – Weekends and After Hours	\$50.00
Pole / Service Structure – Next Day	\$60.00
Pole / Service Structure – Same Day During Working Hours	\$75.00
Pole / Service Structure – Weekends and After Hours	\$90.00
Transformer/Structure Due to Energy Theft	\$150.00
Damaged Steel Lock-ring	\$15.00
Damaged Aluminum Lock-ring	\$5.00
Replaced Damaged Meter	Actual cost (time and material) \$2,000

Attachment: MVU Rules Fees Charges final 11152022 (5981 : APPROVE ADDITIONAL FUNDING FOR ENERGY ASSISTANCE AND ENERGY

Exhibit B

Rule 21 Application Fee	\$75.00
Rule 21 Supplemental Review Fee	\$800.00

Attachment: MVU Rules Fees Charges final 11152022 (5981 : APPROVE ADDITIONAL FUNDING FOR ENERGY ASSISTANCE AND ENERGY

PLAN CHECKING and INSPECTION/TESTING FEES

Upon submittal of improvement plan(s) for a project's electrical distribution system, line extension facilities and/or structures for plan review, the submittal shall be accompanied with a deposit of an amount equal to 3.25% of the engineer's estimated construction costs for improvements. Prior to second submittal of improvement plans, the City Engineer will approve a final cost for improvements and a plan review fee will be established. From this final fee, the deposit will be deducted. This fee shall be paid prior to the second submittal of the improvement plan(s).

Improvement Plans

(Total cost of construction)

Off-Site & On-Site 1-3 submittals

First \$20,000.00	4.0%
Next \$80,000.00	3.5%
Over \$100,000.00	3.25%
4 th and subsequent submittals per sheet	\$248.00/sheet or as directed by City Engineer

Revisions (Improvement Plans)

Minor per sheet	\$261.00
Major per sheet (minimum fee)	\$269.00

Inspection and Testing

(Total cost of construction)

Off-Site & On- Site

First \$20,000.00	4.0%
Next \$80,000.00	3.5%
Over \$100,000.00	3.25%

Attachment: MVU Rules Fees Charges final 11152022 (5981 : APPROVE ADDITIONAL FUNDING FOR ENERGY ASSISTANCE AND ENERGY



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Assistant City Manager (Development)

AGENDA DATE: December 6, 2022

TITLE: APPROVE THE SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTANT DESIGN SERVICES WITH WSP USA INC. FOR THE MORENO MDP LINE F-18 AND F-19, PROJECT NO. 804 0017

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Amendment to Agreement for Professional Consultant Services to WSP USA Inc (WSP USA) to provide design related services for the Moreno Master Drainage Plan (MDP) Line F-18 and F-19 project, funded with Measure A funds (Fund 2001) and Public Works Capital Projects funds (Fund 3002);
2. Authorize the City Manager to execute the Second Amendment to Agreement for Professional Consultant Services with WSP USA, subject to the approval of the City Attorney;
3. Authorize an amendment to the existing Purchase Order with WSP USA in the amount of up to but not to exceed \$326,256.00;
4. Authorize an amendment to the Agreement termination date, extending the termination date from December 31, 2022 to December 31, 2025; and
5. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the agreement with WSP USA, not to exceed the Purchase Order amount, subject to the approval by the City Attorney.

SUMMARY

This report recommends approval of the Second Amendment to Agreement (Attachment B) for Professional Consultant Services with WSP USA for design related services for the Moreno MDP Line F-18 and F-19 project. The project is to mitigate flooding east of Redlands Boulevard and south of Alessandro Boulevard (Attachment A). Storm Drain Lines F-18 and F-19 are identified in the Moreno Master Drainage Plan (MDP) of Riverside County Flood Control and Water Conservation District (District). F-18 is located in Alessandro Boulevard between Redlands and Merwin Street. F-19 is located in Brodiaea Avenue between Redlands and Merwin Street. In 2020, as a requirement of the Project, the City submitted plans to the District for review. The District provided comments and requested that the plans be modified to remove the construction of Line F-19 in Brodiaea Avenue and replace it with the construction of Line D-1 in Maltby Avenue, between Redlands and Merwin Street. The change requires redesign and therefore additional funding which will be covered by the District through and existing agreement. The change in scope will provide the greatest amount of flood protection to the residents.

DISCUSSION

On June 18, 2019, the City Council approved the original Agreement with WSP USA and authorized the Director of Public Works/City Engineer to execute any subsequent related amendments to the agreement with WSP USA, not to exceed the Purchase Order amount, subject to the approval by the City Attorney.

On December 9, 2020, the First Amendment to the Agreement with WSP USA was approved and authorized an extension of the Agreement termination date from December 31, 2020 to December 31, 2022. This action was necessary to allow for more time due to unforeseen delays during the pandemic.

Staff is recommending approval of the Second Amendment to the Agreement for Professional Consultant Services with WSP USA to address the scope change, finalize design, obtain environmental permitting and construction permits, and prepare contract bid documents for advertisement of construction.

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 project to continue to move forward with the completion of the design, construction plans, contract documents, and all required permits ready for construction.*
2. Do not approve and authorize the recommended actions as presented in this

staff report. *This alternative will likely result in a project delay and would prevent the efforts to mitigate flooding for the area southeast of Redlands Boulevard and Alessandro Boulevard.*

FISCAL IMPACT

This project is funded by Measure A funds (Fund 2001) and ADP fees in the Public Works Capital Projects fund (Fund 3002). There is no impact to the General Fund.

AVAILABLE PROJECT BUDGET FY 22/23:

Measure A	
(Account No. 2001-70-77-80004-720199) (Project No. 804 0017-2001-99).....	\$139,382
Public Works General Capital Projects	
(Account No. 3002-70-77-80004-720199) (Project No. 804 0017-3002-99)....	<u>\$1,862,335</u>
Total	\$2,001,717

ESTIMATED DESIGN COSTS

Consultant Design Costs.....	\$326,256
Environmental Permitting	\$70,000
City Project Administration and Plans Review.....	<u>\$95,000</u>
Total Estimated Design Costs	\$491,256

NOTIFICATION

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

PREPARATION OF STAFF REPORT

Prepared By:
Josh Frohman, PE
Senior Engineer

Department Head Approval:
Michael Lloyd, PE
Public Works Director/City Engineer

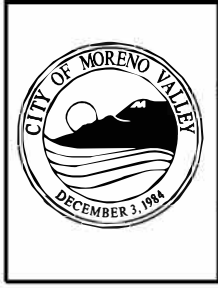
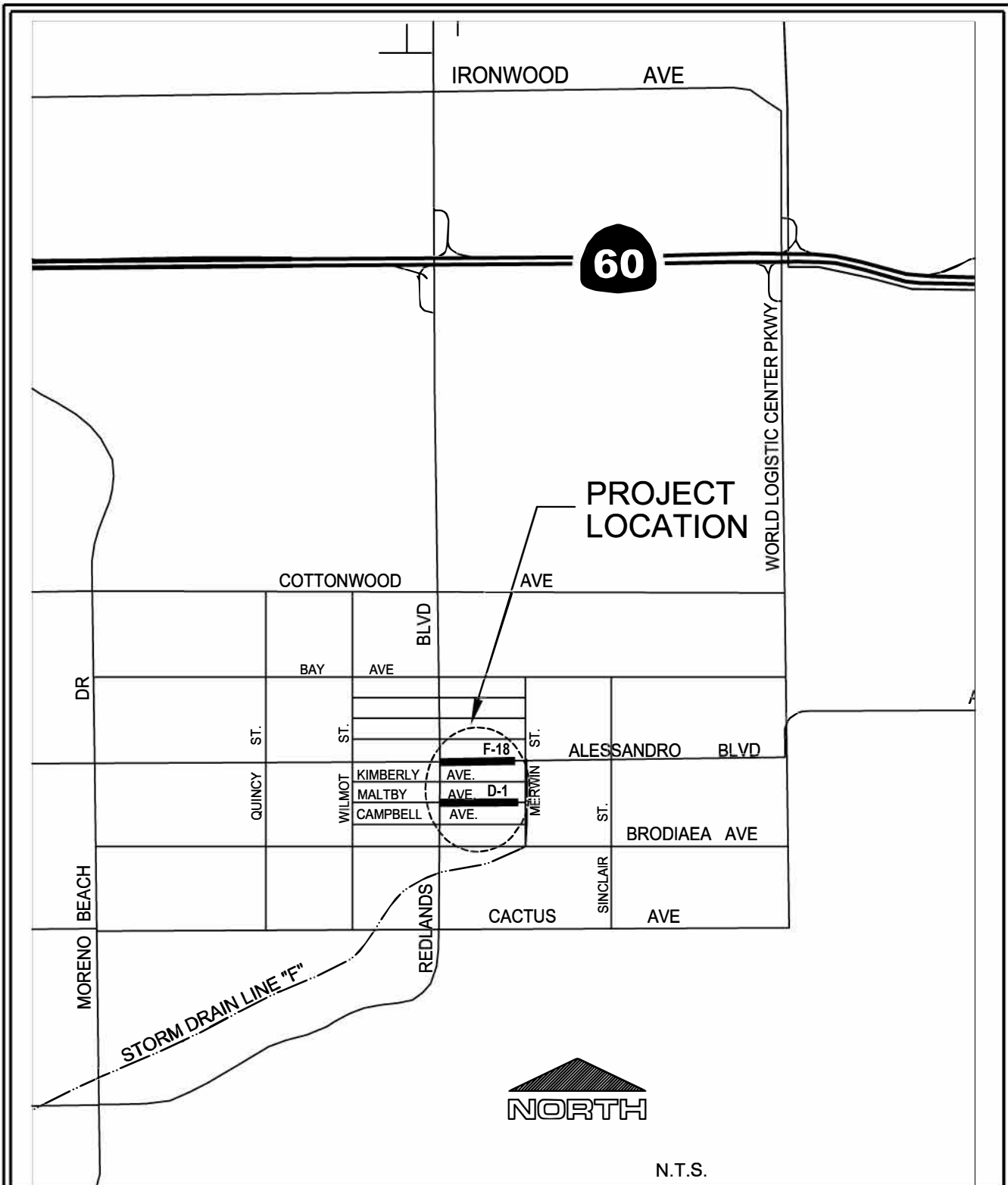
Concurred By:
Harold Zamora, PE
Capital Projects Principal Engineer

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.

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

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



<h1>LOCATION MAP</h1>	
Public Works Department Capital Projects Division	MORENO TOWNSITE AREA STORM DRAIN MORENO MDP LINES F-18 AND F-19
ATTACHMENT A	CIP PROJECT NO. 804 0017

Attachment: Attachment A – Location Map (5976 : APPROVE THE SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL

**SECOND AMENDMENT TO PROJECT SPECIFIC AGREEMENT FOR ON-CALL
PROFESSIONAL CONSULTANT SERVICES FOR
MORENO MDP LINE F-18 AND F-19
PROJECT NO. 804 0017**

This Second Amendment to Agreement (hereinafter, this "Agreement") is made and entered into this ____ day of _____ 202__ ("Effective Date"), by and between the City of Moreno Valley, a municipal corporation in the County of Riverside, State of California, hereinafter referred to as the "City," and WSP USA Inc., California Corporation hereinafter referred to as "Consultant."

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for ON-CALL PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated July 29, 2019.

Whereas, the Consultant is providing Civil Engineering Design services for **Moreno MDP Line F-18 And F-19 Project No. 804 0017**.

Whereas, the Agreement was amended by the "First Amendment to Agreement for On-call Professional Consultant Services" dated December 9, 2020.

Whereas, it is desirable to amend the Agreement to expand the scope of work to be performed by the Consultant, Terms of Payment, and to extend the Agreement termination date as is more particularly described in Section 1 of this Second Amendment.

Whereas, the Consultant has submitted a Proposal dated July 7, 2022, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A - Scope of Services" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 This Agreement termination date is extended from December 31, 2022 to **December 31, 2025**, unless the termination date is further extended by an Amendment to the Agreement.

**SECOND AMENDMENT TO PROJECT SPECIFIC AGREEMENT FOR
ON-CALL PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 804 0017**

1.2 Exhibit "A" to the Original Agreement is hereby amended by adding to the scope of work section described in Exhibit "A," entitled "Scope of Services."

1.3 Exhibit "C" to the Original Agreement is hereby further amended by adding the cost section described in Exhibit "A," entitled "Scope of Services."

1.4 The total "Not to Exceed" fee for this contract is \$326,256.00 (\$189,000.00 for the original Agreement, \$0 for the First Amendment, plus \$137,256.00 for the Second Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

SIGNATURE PAGE TO FOLLOW:

**SECOND AMENDMENT TO PROJECT SPECIFIC AGREEMENT FOR
ON-CALL PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 804 0017**

City of Moreno Valley

WSP USA Inc.

BY: _____
Mike Lee, City Manager

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

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

BY: _____

TITLE: _____
(Corporate Secretary)

Date

Enclosures: Exhibit "A" – Scope of Services

Attachment: Attachment B – Second Amendment to Agreement (5976 : APPROVE THE SECOND AMENDMENT TO THE AGREEMENT FOR

EXHIBIT "A"

Scope of Services



July 7, 2022

Josh Frohman, PE
 City of Moreno Valley
 14177 Frederick Street
 Moreno Valley, CA 92553

Subject: Amendment No. 2
 Request for Additional Budget – Rescoping Effort for Line F-19 to City SD in
 Maltby Avenue
 Moreno MDP Line F-18 and F-19
 Project No. 804 0017

Dear Josh,

Please accept this proposal for additional budget for the engineering design and construction support services for the Moreno MDP Line F-18 and F-19. Per previous direction from the City and RCFC&WCD, WSP was asked to modify the project from Line F-19 in Brodiaea Ave to a city storm drain main in Maltby Avenue. Since WSP already began analysis and design for F-19, additional budget will be needed to now design the storm drain and street improvements in Maltby Avenue. The proposed scope of work, fee, schedule and list of deliverables is as follows:

1. Hydrology and Hydraulics Calculations/Report Update.

- a. Complete the Hydrology and Hydraulics Report for updates regarding Lines F-18 and the city storm drain main in Maltby Ave. to connect to existing Line F-2, from the 60% design level to 100% Final Approval. Include the check of the hydraulics at the connections to the existing Line F-2.

2. Plans, Specifications, and Estimates for the Proposed Storm Drain and Street Improvements.

- a. Complete the design of Line F-18 in Alessandro Blvd. from 60% to 100% Final – 3 sheets plan and profile. Includes a realignment of the storm drain main to the existing street pavement section and a connection detail to the existing Line F-2.
- b. Complete the Design of the Maltby Ave. Storm Drain main – 2 sheets plan and profile. Provide a connection detail to existing Line F-2.
- c. Complete the design of street improvements that will be impacted by the construction of the storm drain mains. Replacement of signing and striping that is being disrupted.
- d. Complete the design for Alessandro Boulevard for the street plans that show a grind and overlay of the existing pavement – 3 sheets. Produce Signing and Striping plans for the replacement of these items – 3 sheets.

WSP USA
 Suite 350
 862 E Hospitality Lane
 San Bernardino, CA 92408

Tel.: +1 909 888-1106
 Fax: +1 909 889-1884
 wsp.com

Attachment: Attachment B – Second Amendment to Agreement (5976 : APPROVE THE SECOND AMENDMENT TO THE AGREEMENT FOR

- e. For Maltby Avenue – complete the design of the street improvements for the trench patch and other street elements required for the installation of the SD main, laterals, and drain inlets – 2 sheets.
- f. For Redlands Boulevard, complete the improvement plans for the trench, patch and repair only – 1 sheet. Replace striping in kind.
- g. Complete the construction specifications (1 set).
- h. Provide updated cost estimates for the project at 90% and 100% Final Design.

3. Environmental Permitting.

Task 1: Project Data Review

- Review original plan set used for Notice of Determination (NOD) approval.
- Review most recent plan set for consistency with NOD.
- Review the Hydrology and Hydraulic Analysis.

Task 2: Design Coordination

- Coordinate with Design Team to obtain all relevant data needed to evaluate potential project impacts.
- Work with Design Team to evaluate Multiple Species Habitat Conservation Plan (MSHCP) consistency.
- Evaluate whether a Determination of Biologically Equivalent or Superior Preservation (DEBSP) Report may be required for the project.

Task 3: CEQA Evaluation

- Evaluate current project proposal and current conditions to determine whether proposed changes require revisions to the Mitigated Negative Declaration (MND).
- Determine whether there is new information that would change the effects analysis or introduce new mitigation or alternatives.
- Determine whether additional technical studies are required.

Task 4: WRC RCA Coordination

- Prepare responses to California Department of Fish and Wildlife questions from the coordination meeting held on April 14, 2021 regarding downstream impacts based on completed hydrology and hydraulic analysis. Responses will be submitted to the City for their review and information.
From the 4/14/21 meeting, when addressing MSHCP consistency, CDFW will want the following information:
 - Describe and depict with maps and figures where water flows before the project and how it flows after the project. What are the changes?
 - How will the flows change where it daylight at the F2 culvert (include pictures of the culvert)?
 - What is the size of the culvert at this location?
 - Provide an analysis of whether there will be increased flows at the culvert.
 - What is the potential for incision of the streambed requiring a need for armoring?
- Confirm with the Western Riverside County Regional Conservation Authority (WRC RCA) whether preparation of a DBESP is required.

Task 5: CEQA Documentation

- Prepare a CEQA addendum confirming major revisions to the MND are not required and that the project design is consistent with the 2012 NOD and 2017 CEQA Addendum.

Environmental Assumptions:



- Technical studies will not be required
- A DBESP Report will not be required
- Two rounds of review by the City of Responses to CDFW Questions
- Two rounds of review by the City of CEQA Revalidation
- Support during final design, including obtaining permits and assistance with bid package, would be conducted under a separate scope
- Mitigation compliance during construction would be conducted under a separate scope

Environmental Deliverables:

- Draft, Revised Draft, and Final Responses to CDFW Questions
- Meeting Agenda for Coordination with WRC RCA
- Meeting Minutes from Coordination Meeting with WRC RCA
- Draft and Final CEQA Addendum

4. Project Management, QA/QC, Project Administration, and Meetings

- a. Perform the PM, PA, and QA/QC for the project, to include monthly meetings with the City, one (1) meeting with CDFW, and three (3) meetings with the utility purveyors. Manage and administer the design and permitting of the project.
- b. Oversee and complete the submittals, QC reviews, address comments, and revise construction documents for advertisement for bids. This task anticipates two (2) submittals to the City and RCFCDD addressing the City’s and District’s comments for the approval.

5. Construction Support.

- a. Perform construction support for the project to include:
 - i. Design Services During Construction
 - ii. Review shop drawings (10 total)
 - iii. Respond to RFI’s (30 total)
 - iv. Provide clarification drawings (10 total)
 - v. Attend one (1) Job walk / develop one (1) punch list
 - vi. Complete record drawings from contractor’s redlines (1 set)

Schedule

1. Anticipated Amendment NTP: July 2022
2. Completion of the Design – August to January 2023 (24 weeks)
3. City / District Review / WSP response to comments – February to April 2023 (12 weeks)
4. Address Final Comments – May 2023
5. Submit Signed Drawings: June 2023

Design Assumptions/Observations

1. WSP will utilize existing previous studies, design plans, field surveys and environmental documentation to the greatest extent possible.

List of Final Deliverables

1. Final Hydrology and Hydraulics Report
2. Storm Drain Plans
3. Street Improvement Plans
4. Construction Specifications
5. Construction Cost Estimate
6. Design Support During Construction
7. Final Punch List
8. Record Drawings

Attachment: Attachment B – Second Amendment to Agreement (5976 : APPROVE THE SECOND AMENDMENT TO THE AGREEMENT FOR



The total fee for the above scope of services is \$137,256 based on 1073 man-hours.

Please review the above proposal and call or email the project manager, Chris Turnage, if you have any questions. WSP looks forward to completing this project for the City of Moreno Valley.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ali H. Mir'.

Ali H. Mir, ENV SP
Vice President
CST/TD

Chris.Turnage@wsp.com
(909) 912-2270

Attachment: Attachment B – Second Amendment to Agreement (5976 : APPROVE THE SECOND AMENDMENT TO THE AGREEMENT FOR



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Assistant City Manager (Development)

AGENDA DATE: December 6, 2022

TITLE: AUTHORIZE THE AWARD OF PROFESSIONAL SERVICES AGREEMENT TO HUNTER CONSULTING INC., DBA HCI ENVIRONMENTAL & ENGINEERING FOR HAZARDOUS WASTE CLEAN-UP, REMOVAL, AND DISPOSAL SERVICES

RECOMMENDED ACTION

1. Award a five-year contract to Hunter Consulting Inc., dba HCI Environmental & Engineering for a total not-to-exceed amount of \$300,000 for Hazardous Waste Clean-up, Removal, and Disposal Services on a routine and on-call basis; and authorize the City Manager to execute contracts in conformance with the attached Agreement funded through State Gasoline Tax (Fund 2000), Facilities Maintenance (Fund 7310), and Fleet Operations (Fund 7410);
2. Authorize the issuance of annual purchase orders for Hunter Consulting Inc., dba HCI Environmental & Engineering on a routine and as needed basis each year of the Agreement term subject to funds available in the City Council approved Operating Budget; and
3. Authorize the City Manager, or his designee, to execute the agreement and any subsequent amendments, subject to the approval of the City Attorney, in accordance with approved terms of the agreement.

SUMMARY

This report recommends approval of a \$300,000 contract with Hunter Consulting Inc., dba HCI Environmental & Engineering for *hazardous waste clean-up, removal, and disposal services at all City facilities and in the public right-of-way.*

DISCUSSION

The City is responsible for ensuring that public facilities are safe and properly operational for the general public and employees, including Fire Stations, the Public Safety Building, and the Emergency Operations Center. Providing proper hazardous waste clean-up, removal, and disposal services are an essential part of the City's functions. Required hazardous waste services range from routine disposal services and clarifier cleaning to emergency responses for right-of-way clean-ups and remediation services. As such, the need for a licensed on-call hazardous waste service provider, with the ability to perform a wide variety of routine and on-call emergency services, is critical.

Requests for Proposal for hazardous waste clean-up, removal, and disposal services went out for bid on September 7, 2022. Formal bidding procedures were followed in conformance with the Public Contract Code.

Staff reviewed the bid proposals and found Hunter Consulting Inc., dba HCI Environmental & Engineering to be a responsible bidder in possession of valid licenses, certifications, and experience with cost within the expected amount. No outstanding issues were identified through review of the references submitted by the bidder. All bidders have been notified by a Notice of Intent to Award letter.

There is an aggregate not-to-exceed amount of \$300,000.00 projected for this agreement based on a trend analysis covering five years of related expenses and potential cost escalations due to inflation. The services will be utilized on a regular basis for disposal of hazardous waste, clarifier pumping, and on an as needed basis for emergency public right-a-way clean ups as results from accidents, all at the direction from the Public Works Department.

Approval of the recommended actions would support Objective 4 of the Momentum MoVal Strategic Plan: "Manage and maximize Moreno Valley's public Infrastructure to ensure an excellent quality of life, develop and implement innovative, cost-effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery."

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the hazardous waste clean-up, removal, and disposal services throughout the City, and in City facilities.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the timely hazardous waste clean-up, removal, and disposal services throughout the City, and in City facilities.*

FISCAL IMPACT

Funding is available in the approved Operating Budget for Fiscal Year 2022/23. The not-to-exceed \$300,000 contract will be expensed over the five-year term, based on services needed for hazardous waste clean-up, removal, and disposal, subject to the City Council approval of future Operating Budget. **There is no General Fund impact based on this action.**

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared By:
Tyler Smith
Management Analyst

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

Concurred By:
Joseph Mattox
Maintenance & Operations Division 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.

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

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and **Hunter Consulting Inc., dba HCI Environmental & Engineering, a Corporation**, with its principal place of business at **1680 Commerce St., Corona, CA 92880**, 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 Hazardous Waste Clean-up, Removal, and Disposal 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 Hazardous Waste Clean-up, Removal, and Disposal contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the Hazardous Waste Clean-up, Removal, and Disposal 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: Hunter Consulting Inc., dba HCI Environmental & Engineering
 Address: 1680 Commerce St.
 City: Corona State: CA Zip: 92880
 Business Phone: (800) 988-4424
 Other Contact Number: (800) 988-4424
 Business License Number: Pending
 Federal Tax I.D. Number: 88-0463772

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.

Attachment: Hunter Consulting Inc., dba HCI Environmental & Engineering Draft Agreement - Staff Report #5975 : AUTHORIZE THE

- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from November 16, 2022, to November 16, 2022 unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

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

removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Cathie Curtis**.

- 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 **Cathie Curtis**, 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

√ 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 \$1,000,000 per occurrence/ \$2,000,000 aggregate

√ Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate.

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

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

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, officials, employees, agents, and volunteers 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, their officers, officials, employees, agents, and volunteers, 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

Attachment: Hunter Consulting Inc., dba HCI Environmental & Engineering Draft Agreement - Staff Report #5975 (5975 : AUTHORIZE THE

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:

Hunter Consulting Inc., dba
 HCI Environmental & Engineering
 PO Box 2745
 Corona, CA 92879
 Attn: Cathie Curtis

City:

City of Moreno Valley
 14177 Frederick Street
 P.O. Box 88005
 Moreno Valley, CA 92552
 Attn: Maintenance & Operations 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

Attachment: Hunter Consulting Inc., dba HCI Environmental & Engineering Draft Agreement - Staff Report #5975 (5975 : AUTHORIZE THE

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

City of Moreno Valley

Hunter Consulting Inc., dba
HCI Environmental & Engineering

BY: _____
Mike Lee
City Manager

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head
_____ Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

Attachment: Hunter Consulting Inc., dba HCI Environmental & Engineering Draft Agreement - Staff Report #5975 : AUTHORIZE THE

EXHIBIT A

CONTRACTOR SCOPE OF SERVICES

- A. This Agreement between the City of Moreno Valley and Contractor is for professional Hazardous Waste Clean-up, Removal, and Disposal contracting services at City Facilities and throughout the City of Moreno Valley right-of-way on a routine and as needed/emergency basis per the scope of services referenced in RFP 2022-068. In addition, it should be noted that certain maintenance may require scheduled preventive maintenance work.
- B. Requests for service will be conveyed from the City via telephone or email requesting an informal or formal quote or proposal. There is no minimum or maximum number of service calls.
- C. Quotes and proposals must be prepared in accordance with the request for service and be submitted to the City prior to work being performed unless otherwise directed. Jobs valued in excess of \$1,000 will be quoted at prevailing wage.
- D. All work is to be performed in accordance with manufacturers' recommendations, as well as all federal, state, country, and local regulations.
- E. This scope of work excludes any work other than incidental (less than 10 square feet) of any material containing asbestos. The contractor will immediately stop work if any encountered material is suspected to be asbestos and report the finding to the Fleet & Facilities Supervisor.
- F. All materials and completed work must meet local, county, state, and federal codes and regulations.
- G. Submission of Material Safety Data Sheets (MSDS) are mandatory for any supply or material used on the job or supplied in the course of this Agreement prior to receipt of or with the first shipment of hazardous material. Also, at any time the content of an MSDS is revised, the Contractor is required to provide new information relevant to the specific material.
- H. The Contractor shall provide manufacturer's warranties and warranty workmanship, operation and performance as described within this Agreement.

EXHIBIT B
CITY RESPONSIBILITIES

The City of Moreno Valley is responsible for the following:

- A. Providing requests for service, access to sites to perform evaluations for estimates and/ or project work, and coordinating site visits;
- B. Providing escorts at sites that require the presence of a City employee during work periods;
- C. Providing purchase orders or other written authorization to confirm the approval of work;
- D. Providing materials when the scope of work so indicates; and
- E. Funding all required City permits, excluding a City of Moreno Valley business

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$300,000.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

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

Copies of invoices may be submitted to the Maintenance & Operations Division at

facilitiesap@moval.org or calls directed to (951) 413-3160.

3. 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
4. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)

- E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: December 6, 2022

TITLE: APPROVE RESOLUTION FOR SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF MORENO VALLEY IS ELIGIBLE

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2022-XX - A Resolution of the City Council of the City of Moreno Valley, California, approving the submittal of applications for all CalRecycle grants for which the City of Moreno Valley is eligible. CalRecycle requires an updated Resolution every five (5) years.

SUMMARY

Approval of the proposed resolution will authorize the submittal of all CalRecycle grants for which the City of Moreno Valley is eligible for the next five (5) years.

DISCUSSION

The California Department of Resources Recycling and Recovery (CalRecycle) administers and provides oversight for all of California's state-managed waste handling and recycling programs. CalRecycle offers funding opportunities authorized by legislation to assist local governments in safely and effectively managing the waste stream. Projects implemented by cities and counties assist in reaching and maintaining the goal of reducing the quantity of materials discarded into landfills.

CalRecycle requires grant applicants to submit a resolution that authorizes the City to submit applications to CalRecycle for eligible grant opportunities and designates the City Manager or Designee signature authority to execute all related documents. A resolution is required to sustain opportunities for available funding to promote solid

waste and recycling programs. Failure to meet this requirement may result in the denial of future CalRecycle grant funding.

The California Integrated Waste Management Act of 1989 (AB 939) and the Mandatory Commercial Recycling Act (AB 341) mandate the implementation of outreach and local waste requirements to divert recyclable material from landfills. AB 939 mandates all local jurisdictions to meet an annual 50% waste diversion rate to remain in compliance. AB 341 mandates local jurisdictions implement outreach efforts to increase recycling for commercial and multi-family residential customers. The City continues to work to meet the State's waste diversion rate requirements by continuing outreach efforts required per AB 341, which is funded by CalRecycle grants.

CalRecycle annual grant funding has enabled the City to provide educational outreach and assistance to businesses, residents, and schools regarding mandatory recycling requirements and waste diversion. Continued participation in the CalRecycle grant programs allows the City to continue mandated educational outreach programs to increase waste diversion rates.

ALTERNATIVES

1. Approve the proposed resolution. *Staff recommends this alternative, as it will provide for continued participation in the CalRecycle grant programs which affords the City the opportunity to increase public awareness of recycling and assists with the City's overall diversion efforts mandated by the California Integrated Waste Management Act of 1989 (AB 939).*
2. Do not adopt the proposed resolution. *Staff does not recommend this alternative as it will reduce available funding by approximately \$80,000 per fiscal year for the City's overall waste diversion efforts mandated by the California Integrated Waste Management Act of 1989 (AB 939).*

FISCAL IMPACT

Participation in and compliance with CalRecycle grant programs allows the City to be eligible for grant revenue reimbursement for solid waste and recycling programs. Annual CalRecycle grant revenue reimbursement is estimated to be approximately \$80,000 per fiscal year. The approval of the proposed resolution shall authorize the City to apply to and remain eligible for CalRecycle grant funding for the next five (5) years.

CalRecycle grants currently have no requirement for matching funds. Grant funds may only be used for the activities and materials specified in the grant application. CalRecycle grant funding has no impact on the General Fund.

NOTIFICATION

Publication of the Agenda.

RESOLUTION NO. 2022-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF MORENO VALLEY IS ELIGIBLE

WHEREAS, Public Resources Code sections 40000 et seq. authorize the California Department of Resources, Recycling, and Recovery (CalRecycle), to administer various Grant Programs (grants) in furtherance of the State of California's (State) efforts to reduce, recycle, and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health, safety, and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the application, award, and management of grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by Resolution certain authorizations related to the administration of CalRecycle grants; and

WHEREAS, the City Council desires to authorize the submittal of all CalRecycle grants for which the City of Moreno Valley is eligible.

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

- 1. Recitals. The above recitals are all true and correct and are herein incorporated.
- 2. Authorization Approved. The City Council of the City of Moreno Valley, California, authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Moreno Valley is eligible.
- 3. Signature Authority. The City Manager or her designee, are hereby authorized and empowered to execute in the name of the City of Moreno Valley all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project.
- 4. Effective Date. This Resolution shall be effective immediately upon adoption.
- 5. Term. These authorizations shall be effective five (5) years from the date of adoption of this Resolution.

Attachment: Reso No. 2022-XX [Revision 3] (5937 : APPROVE RESOLUTION FOR SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE

4. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

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

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

APPROVED AND ADOPTED this 15th day of November 2022.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2022-____²

Attachment: Reso No. 2022-XX [Revision 3] (5937 : APPROVE RESOLUTION FOR SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2022-____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 15th day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2022-____³

Attachment: Reso No. 2022-XX [Revision 3] (5937 : APPROVE RESOLUTION FOR SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Assistant City Manager (Development)

AGENDA DATE: December 6, 2022

TITLE: AUTHORIZATION TO AWARD AGREEMENTS TO ANSER ADVISORY MANAGEMENT, LLC AND WILLDAN ENGINEERING FOR CONSTRUCTION INSPECTION CONSULTANT SERVICES

RECOMMENDED ACTION

Recommendations:

1. Approve each Agreement for Professional Consultant Services with Anser Advisory Management, LLC (Anser), and Willdan Engineering (Willdan) to provide construction inspection consultant services for the Land Development Division.
2. Authorize the City Manager to execute each Agreement for Professional Consultant Services with Anser and Willdan for \$125,000.00 each, for six months in Fiscal Year 2022/2023 and \$250,000.00 for each, annually thereafter; and authorize the City Manager, or his designee, to execute any subsequent amendments, subject to the approval of the City Attorney, in accordance with approved terms of the agreement. Agreements funded by inspection fees collected from developers and utility companies.
3. Authorize the issuance of purchase orders to Anser and Willdan in the amount of \$125,000.00 each, for six months in Fiscal Year 2022/2023 and authorize the Chief Financial Officer to approve subsequent related purchase orders for annual extensions up to a maximum of four annual extensions with Anser and Willdan not-to-exceed \$250,000.00 each, annually, in accordance with the approved terms of the Agreement.
4. Authorize the Chief Financial Officer to make any necessary budget adjustment appropriations related to expenditures and offsetting revenues.

SUMMARY

This report recommends approval of the Agreement for Professional Consultant Services with Anser and Willdan to provide construction inspection consultant services associated with new private development and significant redevelopment projects for the Land Development Division. Funding for these services will be offset by development fees received from these projects.

Development in residential, commercial, industrial, and utility projects has continued to increase. Due to the continued high demand for inspection services, it is necessary to obtain consultant construction inspection services in the Land Development Division.

DISCUSSION

Currently, the City has four full-time construction inspectors, one construction inspector supervisor, and one consultant inspector overseeing all private development and utility projects. The current agreement for the consultant inspector expires June 30, 2023. With the continued activity in development and utility projects, it is necessary to have available consultant inspectors to meet the inspection requests within contractors' aggressive schedules.

On July 28, 2022, the Request for Proposal (RFP) for Professional Consultant Services for Construction Inspection Services was advertised on the City's online bid portal, PlanetBids.

On August 26, 2022, the City received thirteen (13) proposals in response to the RFP. Pursuant to the Moreno Valley Municipal Code procedures for professional services procurement, a selection committee, comprised of City staff, reviewed, and rated all proposals according to the criteria established.

Each proposal was evaluated on its individual merit and assessed a point score through the PlanetBids system to determine the most qualified firms. Anser and Willdan were selected as the most qualified consultants to provide construction inspection consultant services after negotiation of a fair and reasonable price. The selected consultants present an ability to provide the services on time and within budget.

Attached are each proposed Agreement with Anser and Willdan. The not-to-exceed amount will be \$125,000.00 for each consultant, for six months in Fiscal Year 2022/2023 and \$250,000.00 for each consultant, annually thereafter, with the ability to extend the agreement four additional one-year terms. Contract costs are offset through cost recovery by fees for service paid for by developers and project applicants. Executing the inspection services contracts will allow the City to respond to developer and utility inspection requests in a timely manner and meet their schedules.

Since the current Procurement Policy (Policy #3.18, Section VI.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreements is being taken into consideration when determining signature authority.

Staff recommends that the City Council award the Agreements with Anser and Willdan to provide construction inspection consultant services, authorize the City Manager to execute the Agreements, authorize the issuance of purchase orders as well as subsequent related purchase orders for annual extensions/amendments, and authorize the Public Works Director/City Engineer to execute any future extensions or amendments, in accordance with the terms of the Agreement and the recommendations authorized by this staff report. Such extensions and amendments will only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council, demonstration by the consultant of having provided satisfactory performance of the services, and both the City and the consultant mutually agree to extend the Agreement.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative in order to accommodate all inspection requests and facilitate the timely completion of development projects.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative, as it would result in delaying inspections and possible development project delays.*

FISCAL IMPACT

The amount spent for professional consultant construction services is funded through revenue received from the City's inspection fees in connection with services requested by developers/landowners/applicants. The expenses for the agreements are accounted for in the professional services account (GL Account Number 1010-70-29-20410-620299). These costs have offsetting revenue as inspection fees (GL Account Number 1010-70-29-20410-523010) collected from developers and utility companies for construction inspections that will fund the professional services account. It is recommended that any necessary future budget adjustment appropriations be made related to the expenditures and offsetting revenues.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Zara Terrell
Management Analyst

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

Concurred By:
Clement Jimenez
Principal Engineer, P.E.

Concurred By:
Melissa Walker, 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 4.3: Address deferred maintenance of City infrastructure assets.

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Consultant Agreement - Anser
- 2. Consultant Agreement - Willdan

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/07/22 4:15 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/07/22 4:18 PM

HISTORY:

11/15/22 City Council MEETING CANCELLED
 Next: 12/06/22

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Anser Advisory Management, LLC**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into as of this 1st day of January, 2023 ("Effective Date").

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 Scope of Services) and Exhibit B (Consultant's Proposal) hereto; and

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

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

DESCRIPTION OF PROJECT

1. The Project is described as Construction Inspection Consultant Services.

SCOPE OF SERVICES

2. The Consultant's scope of service is described in 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 in 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 **\$125,000.00 for six months in Fiscal Year 2022/23 and a "Not-to-Exceed" fee of \$250,000.00 annually thereafter**, in accordance with the payment terms provided in Exhibit D attached hereto and incorporated herein by this reference.

TERM OF MULTI-YEAR AGREEMENT

5. (a) This contractual agreement will be subject to the City Council approving the fiscal year annual budget. This contractual agreement shall be binding upon all parties for a period of one (1) fiscal year and may be extended for an additional four (4) fiscal years upon the written agreement of both parties and pending funding approval in the new fiscal year's budget.

(b) The following clause applies to this project: "It should be noted that this multi-year agreement may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council. In the event that the City Council does not grant necessary funding appropriations and/or program approval, then the affected multi-year agreement becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied."

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

TIME FOR PERFORMANCE

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

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

8. This Agreement shall be effective from **January 1, 2023** and shall continue in full force and effect date through **June 30, 2023**, 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.

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

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

SPECIAL PROVISIONS

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

11. 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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.

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

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

16. Insurance.

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

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

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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

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

17. 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.

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

19. (a) The Consultant shall deliver to the Engineering Division Manager/Assistant City Engineer or his designated representative, red line comments and other deliverable items identified in the scope of work which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, red line comments, and letters, 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.

20. (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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

or costs incurred which reasonably could have been avoided.

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

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

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

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

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

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

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

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

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

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

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 26(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 26 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 26 shall survive expiration or termination of this Agreement.

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

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

29. Civil Code Section 1542 Waiver. Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

him or her, would have materially affected his or her settlement with the debtor or released party.” This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees’ Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

30. CalPERS Retiree Disclosure. Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees’ Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree’s obligations under applicable law, rules, or regulations.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

Anser Advisory Management, LLC

BY: _____
City Manager

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

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

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachment: Consultant Agreement - Anser (5935 : AUTHORIZATION TO AWARD AGREEMENTS TO ANSER ADVISORY MANAGEMENT, LLC

EXHIBIT A

CITY – REQUESTED SCOPE OF SERVICES

City of Moreno Valley



Request for Proposals **#2022-066**

Professional Consultant Services for Construction Inspection Services

July 28, 2022

Question Deadline:

August 15, 2022, 2:00 pm, PST

Proposal Due Date:

August 26, 2022, 2:00 pm, PST

Submit proposal online at:

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

Proposal Contact:

Purchasingdivision@moval.org

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Attachment: Consultant Agreement - Anser (5935 : AUTHORIZATION TO AWARD AGREEMENTS TO ANSER ADVISORY MANAGEMENT, LLC

I. Invitation

You are hereby invited to submit a Proposal for Construction Inspection Services for the Land Development Division of the City of Moreno Valley. Interested parties may register and download copies of the Request for Proposals (RFP) via City's online vendor portal at:

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

Once the proposer downloads any documents relative to a solicitation, that proposer's name will appear on the Prospective Bidders List.

Proposals shall be submitted electronically (in PDF format) utilizing the above City's vendor portal.

NOTE: The proposer shall submit a separate electronic file for their technical proposal and a separate electronic file for cost proposal pricing.

The proposer is solely responsible for "on time" submission of their electronic proposal. The City will only consider proposals that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the Bid Management System indicating that bid was submitted successfully. Transmission of proposals by any other means will not be accepted. Proposer shall be solely responsible for informing itself with respect to the proper utilization of 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. Failure of the proposer to successfully submit an electronic proposal shall be at the proposer's 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 directly at (818) 992-1771. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the proposal submission deadline.

II. Tentative Schedule of Important Dates

This section provides a **tentative** schedule of the important milestone dates. Examine these dates carefully and plan accordingly. All times are **2:00 pm** unless stated otherwise

	DATE	EVENT
1	July 28, 2022	Request for Proposals (RFP) issue date
2	August 15, 2022	Questions deadline
	August 17, 2022	Final Addendum issued (if necessary)
3	August 26, 2022	Proposal due date
	September 1, 2022	Evaluation of proposals completed (estimated)
4	September 6, 2022	Selection of Consultant(s) & contract preparation (est.)
5	September 20, 2022	Contract Award by City Council (estimated)
6	October 1, 2022	Start of Service (estimated)

III. Scope of Services

The City of Moreno Valley seeks the submission of proposals to provide construction inspection services for the Land Development Division from any and all interested and qualified proposers. The Land Development Division (LDD) oversees the design review and construction of private development projects. Construction activities involve grading, erosion control, drainage and street improvements, traffic control, and water quality BMPs. Inspection shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations. This request is to extend the existing City staff inspection capacity in response to the increase in development activities in the City. The requested services will be on an as needed basis as determined by the City, and the expected number of hours needed are between 20 and 50 hours per week. It is the City's intent to award the top-rated firm a service contract which is through the end of Fiscal Year 2022/2023 and may be extended up to four years at the City's option.

The construction inspection services shall include but not be limited to the following tasks:

1. Familiarize and review construction drawings, specifications, estimates and related project documents.
2. Attend all meetings as required, including pre-construction meeting, progress meetings, and special meetings with any and all entities involved in the construction.
3. Be available to work overtime hours (night and weekend) if required.
4. Serve as an extension to city inspector staff to conduct overall inspection of the assigned projects and as City representative at construction site.
5. Provide inspection services continually throughout the construction life of the assigned projects to ensure compliance with applicable codes/regulations, construction drawings, specifications, traffic and erosion control/water quality plans, and quality control as required by the project documents.
6. Issue correction notices and notices of non-compliance to contractors as required.
7. Utilize the City's electronic Accela Civic Platform (ACP) for input inspection data, reports, results, updates, photos, and related support documents.
8. Be present on the construction site while construction activities are in progress. Inspector may slip time between separate construction headings. Should sick or vacation time be needed, Inspector and the consultant shall arrange for a qualified alternate to perform the work. A qualified alternate shall be included in the proposal.
9. Ensure stormwater WQMP, erosion control, and BMP's compliance.
10. Monitor traffic control compliance with approved traffic control plans, specifications, and permits and coordinate any adjustments as needed.
11. Develop "Punch List" and monitor corrections made.
12. Request and collect all applicable certifications of compliance from the engineers of record at the completion of various stages of construction.

A qualified Construction Inspector must have a minimum of five (5) years of previous experience with inspecting public works and development projects related to street, water, sewer, storm drain, and water quality construction, as well as experience with inspecting rough grading, final grading, traffic control, erosion control, construction staging, concrete work, roadway paving, and traffic striping and markings, and BMP's installation. The candidate must be familiar with the Standard Specifications for Public Works Construction (SSPWC "Greenbook"), Standard Plans for Public

Works, State of California Department of Transportation (Caltrans) Standard Plans, and the Caltrans Standard Specifications.

IV. Proposal Format

Proposals shall be submitted electronically (in PDF format) utilizing the above City's vendor portal. The proposer shall submit a separate electronic file for their technical proposal and a separate electric file for cost proposal pricing. **(Please ensure the cost proposal is submitted separately. The Cost Proposal Pricing will not be viewed until after consultant ranking is made and the top-ranked consultant is identified).**

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

A. Technical Proposal

Technical Proposal should include, but not be limited to, the following items:

1. Proposer's approach and understanding of all necessary tasks and steps involved for completing the required services.
2. A detailed scope of services to reflect the methods and procedures that the proposer intends to use to provide the required services. The scope of services outlined in this RFP is only provided as a guide and does not include all the tasks as required to complete the work.
3. List of staff member(s) who will provide the inspection services along with resume, certifications, and relevant experience. Please note that the City reserves the right to accept or reject any changes in the proposed staff member(s) during the term of the agreement.
4. List of similar projects or tasks performed by the proposed staff member(s).
5. Number of hours per week for each proposed staff that the firm can commit to provide the required services.
6. List of references.
7. Completed forms as required.

The following statements are required to be included in the proposal:

1. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this RFP 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 City of Moreno Valley.

3. A statement that the Consultant's Services to be provided, and fees, therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP. No exceptions shall be taken, or modifications made regarding the Agreement.
5. A statement of qualifications applicable to this project including the names, qualifications, and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. A statement that the Consultant acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the hourly rate fee as part of the Cost Proposal Pricing, and no additional compensation will be allowed therefor.
7. A statement that the Consultant acknowledges and understands that the Consultant will provide a qualified alternate inspector in the event of the primary inspector is not able to come to work.
8. A statement that all charges for Consultant services is based on an hourly rate fee as submitted with and made a part of said Consultant's Proposal up to a "Not-to-Exceed" fee.
9. 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.
10. A statement that said hourly rate schedule (which is to be included in the Cost Proposal Pricing as required below) is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
11. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
12. 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.
13. 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.

14. 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.
15. 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.
16. 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.

B. Cost Proposal (Will not be viewed until after consultant ranking is made and top-ranked consultant is identified.)

The Consultant shall submit all pricing indicating the hourly rate fee for individual staff member(s) on "Exhibit A: Pricing" using the form provided.

Cost Proposal Pricing shall include the following items:

An hourly rate fee that includes all costs associated with the delivery of the required services. The fee estimate shall be based on the number of hours staff member(s) are required to perform the required services per week, which is between 20 to 50 hours, for the duration of the agreement to June 30, 2023.

Please ensure the cost proposal is submitted separately.

V. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

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

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

Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees' Retirement System (CalPERS) who receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services thereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules, or regulations.

VI. PAYMENT TO CONSULTANT AND INVOICING

- A. This work is to be performed for an hourly rate fee.
- B. The Consultant shall submit all pricing indicating the hourly rate fee for individual staff member(s) on "Exhibit A" using the form provided.
- C. Consultant invoices shall be submitted to the City monthly for review and approval for payments.
- D. Invoices shall identify job title, person-hours, and costs incurred by each staff member.
- E. The City will pay the Consultant for work hours completed for each month.
- F. Costs related to vehicle/transportation, mileage, printing, telephone, photograph, postage and delivery, equipment, tools, uniforms, all incidentals are not reimbursable and are to be included in the hourly rate fee.
- G. 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.
- H. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors, omissions, or oversight.

VII. INSURANCE

Refer to Exhibit E of the Sample Agreement (Attachment C) for insurance requirements.

VIII. INDEMNIFICATION

- A. The Consultant agrees to indemnify, defend, and save the City of Moreno Valley, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority

(MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, 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's, and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Consultant, its officers, agents, or employees (PCC 20103.6).

IX. 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.

X. INDEPENDENT CONTRACTOR

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

XI. CIVIL CODE SECTION 1542 WAIVER

Contractor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

XII. CALPERS RETIREE DISCLOSURE

Contractor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Contractor who are retirees under the California Public Employees' Retirement System (CalPERS) who receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules, or regulations.

XIII. CONTRACT

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

XIV. GENERAL CONDITIONS

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

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

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

XV. EVALUATION CRITERIA

- A. **The Firm's General Experience and Qualification Information** (20 points) – Information about the company 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 experience of key personnel, credentials and certifications, abilities, familiarity with state and federal procedures and applicable standards and specifications, 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 required services.
- C. **Understanding of Requested Service/Plans to Deliver Services** (20 points) – Understanding of the requested services and tasks, discussion of major issues identified on the project and how the Consultant team plans to address them; the methods and procedures to be used for providing the services; the management approach and organization necessary to complete the services; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of work.
- D. **Completeness, Thoroughness, and Neatness of Submittal** (10 points)
- E. **References** (10 points)

XVI. ATTACHMENTS

- A. Non-Collusion Affidavit
- B. Sample Invoice
- C. Sample Agreement

Exhibit A: Pricing

(Will not be viewed until after consultant ranking is made and top-ranked consultant is identified)

I. Hourly Rates***

A. Include titles and rates for all staff that could provide services under the contract.

	Title	Hourly Rate
1	Construction Inspector	\$
2		\$
3		\$
4		\$
5		\$
6		\$

*** Attach additional sheets as necessary.

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment B for the Sample Invoice. Invoice format must first be approved by City prior to the first invoice submittal. Invoices must be submitted on a monthly basis if services were performed during that period.
- B. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- C. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit A: Pricing.
- D. **Fixed Prices:** prices are fixed for each year of the agreement.
- E. **Cost Proposal Pricing:** The awarded Provider's Exhibit A: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

Attachment A: Non-Collusion Affidavit

Note: To be executed by Proposer and submitted with proposal.

State of _____
(the State of the place of business)

County of _____
(the County of the place of business)

_____, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is _____ of
(title of the person signing this form)

_____, the party making the foregoing bid
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said 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 said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his 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 in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: _____
(signature)

Printed Name: _____
(name of the person signing this form)

Title: _____
(title of the person signing this form)

Notary is required for this bid.

Attachment: Consultant Agreement - Anser (5935 : AUTHORIZATION TO AWARD AGREEMENTS TO ANSER ADVISORY MANAGEMENT, LLC

Attachment B: Sample Invoice

Consultant Name/Address/Phone

City of Moreno Valley
Accounts Payable
P.O. Box 88005
Moreno Valley, CA 92552

Date: 10/15/22
Invoice No.: 12345

Public Works Department/Land Development Division – Construction Inspection Services

Purchase Order No.: _____

Billing Period: September 1, 2022 through September 30, 2022

<u>Description of Service Performed/Personnel*</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Construction Inspector John Smith	40.0	\$100.00	\$4,000.00

Total Invoice **\$4,000.00**

**See attached page with detail of specific dates/hours/work performed.*

Billings to date:	<u>Current</u>	<u>Prior</u>	<u>Total</u>
Total Billings	\$4,000.00	\$0.00	\$ 4,000.00
Budget Limit			\$200,000.00
Remaining			\$196,000.00

Attachment C: Sample Template of Agreement for Professional Consultant Services

(See PlanetBids Documents & Attachment Tab)

EXHIBIT B
CONSULTANT'S PROPOSAL

Attachment: Consultant Agreement - Anser (5935 : AUTHORIZATION TO AWARD AGREEMENTS TO ANSER ADVISORY MANAGEMENT, LLC

ANSER
ADVISORY



Response to Request for Proposal

for Professional Consultant Services for Construction Inspection Services

City of Moreno Valley, CA
August 26, 2022

Anser Advisory
2677 N. Main Street, Suite 400
Santa Ana, CA 92705
714.276.1135 | anseradvisory.com

Attachment: Consultant Agreement - Anser (5935 : AUTHORIZATION TO AWARD AGREEMENTS TO ANSER ADVISORY MANAGEMENT, LLC

August 26, 2022

City of Moreno Valley
 Quang Nguyen, Acting Principal Engineer
 City of Moreno Valley
 Public Works Department, Capital Projects Division
 14177 Frederick Street, Moreno Valley, CA 92552
 purchasingdivision@moval.org



RE: REQUEST FOR PROPOSALS FOR PROFESSIONAL CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES

Dear Mr. Nguyen and Members of the Evaluation Committee:

Anser Advisory Management (dba Anser Advisory and formerly Wallace & Associates Consulting, Inc.) is pleased to present our proposal to provide on-call **Construction Inspection Services for the City of Moreno Valley's (City's) Land Development Division (LDD)**. Anser is a local leader in performing these exact services on similar on-call contracts for many public agencies and cities throughout Southern California.

We at Anser pride ourselves on successfully completing land development and infrastructure improvement projects that benefit and serve local communities while at the same time protecting and cleaning up the environment. With more than 26 years of local construction management and inspection experience, we are well-versed in construction best practices and utilize innovative tools and technologies to efficiently provide quality services, exhibited in our more than \$40 billion in public works construction projects completed nationwide. Anser will bring the benefit of this experience and lessons learned to this project.

Anser has a strong reputation in providing highly qualified staff of construction inspectors, project managers, construction managers, project engineers, office engineers, labor compliance and administrative staff to complete a wide range of capital improvement and development projects. Currently, Anser has over 250 local staff, including over 50 inspection professionals, with varied backgrounds and experience in public works project implementation. Eighty percent of our contracts are on-call in nature, and our staff are adept at remaining flexible and adaptable to each of our clients' unique needs.

Anser's Distinguished Features. Anser has several notable attributes that set our team apart, including:

- Serving as the Prime consultant on over 95% of the work we have performed over the last 26+ years
- Ability to provide cost-effective solutions through our deeply experienced high caliber team
- Comprehensive staff knowledge and capabilities that come from decades of completing public works projects
- In-house ability to provide technical and specialized services including bidding assistance, constructability reviews, managing federal and state funding requirements, labor compliance and certified payroll monitoring, document control, office engineering, etc.
- All of our staff are regular employees (vs. independent contractors)
- We have only two CalPERS annuitants, so we have no conflicts with number of hours worked or assignments with our agency clients

Scope of Services Overview. We understand the City requests construction inspectors to provide support to the Land Development Division and extend the existing City staff inspection capacity in response to the increase in development activities in the City. The requested services will be on an as-needed basis as determined by the City, and the expected number of hours needed are between 20 and 50 hours per week. Construction activities may involve grading, erosion control, drainage and street improvements, traffic control and water quality Best Management Practices (BMPs). Services include acting as an extension to City inspection staff to conduct overall inspection of the assigned projects and as City representative at construction site to ensure compliance with applicable codes/regulations, construction drawings, specifications, traffic and erosion control/water quality plans and quality control. The City anticipates selecting one firm to perform the services. The initial term of the agreement shall be through the end of fiscal year 2022/2023 and may be extended up to four years at the City's option.

Anser brings a solid reputation of providing similar inspection services to various cities and agencies throughout Riverside County and Southern California for land development and other public agency projects. We appreciate the opportunity to offer the City of Moreno Valley the same resources. Below are some of the highlights of our similar project experience:

- **City of Corona** – On-Call Project Management, Construction Management (PM/CM) and Inspection for Capital Improvement Projects (CIP), National Pollutant Discharge Elimination System (NPDES) and Land Development Projects, including construction management and inspection for street, traffic signal, water, sewer, storm drain, and water quality construction.
- **City of Murrieta** - On-Call PM/CM and Inspection for CIP, NPDES and Land Development Projects, including resident inspection during roadway widenings that included fully signalized intersections, as well as parks, community centers and other recreation projects.
- **City of Rialto** – On-Call CIP and Land Development Inspection Services for projects that features water and sewer, grading, storm drain, street work, intersection and traffic signals, BMPs, landscaping, irrigation, traffic control, parks, and facilities.
- **City of Temecula** – Construction Inspection Services for Land Development Projects that include NPDES, Stormwater Pollution Prevention Plan (SWPPP), BMPs and traffic control.
- **City of Huntington Beach** – Construction inspection services for various land development projects that include water and sewer, paving, street rehabilitation, traffic signal and facilities.
- **Elsinore Valley Municipal Water District** - On-Call Inspection Services for projects that include construction of earthwork, grading, water and sewer.

For the past 26+ years, clients have continued to choose Anser for our responsiveness, our experience, and our commitment to the success of every project. The following proposal demonstrates Anser's experience in providing construction inspection services on similar contracts for similar municipal clients throughout Southern California, highlighting our proposed staff's qualifications and experience, and illustrating to the City our cost-effective approach to staffing projects and managing resources.

Anser is pleased to present our qualifications and for this opportunity to provide construction inspection services to the City of Moreno Valley. We are committed to providing the City the flexibility and initiative that you require to most effectively accomplish these services requested. We look forward to engaging with you, and thank you for your time and consideration.

Sincerely,



Jonathan Smith, PE, QSD
Vice President | Managing Director | Principal-in-Charge
 2677 N. Main Street, Suite 400
 Santa Ana, CA 92705
 jonathan.smith@anseradvisory.com | Cell: 858.472.2212 | Office: 714.276.1135

Attachment: Consultant Agreement - Anser (5935 : AUTHORIZATION TO AWARD AGREEMENTS TO ANSER ADVISORY MANAGEMENT, LLC

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Attachment: Consultant Agreement - Anser (5935 : AUTHORIZATION TO AWARD AGREEMENTS TO ANSER ADVISORY MANAGEMENT, LLC

1. Approach and Scope of Services Understanding



Anser Advisory Management, LLC (dba Anser Advisory), a limited liability company, is a national firm specializing in capital program advisory and consulting services, including strategy, funding, process, organization preparedness, as well as project, program and agency construction management and controls. In 2021, Anser acquired Wallace & Associates

Consulting, building on the Wallace history established since 2010 and expanding our offerings and services to our many public agency clients throughout Southern California.

We operate with a singular purpose: successfully guiding programs and projects from concept to completion. At the intersection of thoughtful analysis and creative innovation, we identify and solve the toughest challenges our clients face. We believe problem-solving is a challenge to be accepted and delighted in, not overcome; and we engage the best minds from every field to develop intelligent processes that are dynamic, innovative, and efficient.



Anser has a diverse and talented team of over 1,100 professionals nationwide, including over 250 in Southern California. Our multi-disciplinary professionals include architects, engineers, construction managers, inspectors, project managers, estimators, certified professional accountants, management consultants, financial analysts, procurement specialists, system configuration specialists, and construction auditors.

On-Call Specialists. Anser has extensive experience and understanding of what is required to fulfill the needs of the City as an on-call consultant. We are currently providing on-call services for construction management and inspection for over 20 agencies in Southern California. We know it boils down to having the right staff at the right time to provide the right services when needed. Anser has a large core of construction management and inspection staff all located in Southern California. We have more local staff (a key strength to efficiently providing on-call services) than typical industry standards, and we are proud of the fact that we are known for successfully staffing all projects upon 48-hours' notice.



We are currently providing or have recently provided construction management and/or inspection services through on-call contracts for the following cities throughout Southern California:

- City of Corona
- City of Huntington Beach
- City of Fullerton
- City of Sana Ana
- City of Manhattan Beach
- City of Irvine
- City of Garden Grove
- City of Laguna Niguel
- City of Murrieta
- City of Temecula
- City of Ontario
- City of Oceanside
- City of Gardena
- City of Pasadena
- County of Orange
- City of Anaheim
- City of Long Beach
- San Diego Association of Governments (SANDAG)
- City of Menifee
- City of Carlsbad

We are highly familiar with the diverse, timely nature of on-call municipal professional services contracts and are therefore acutely qualified to provide construction inspection services to the City of Moreno Valley.

An Experienced Team. Our Vice President, Jonathan Smith, PE, will act as the Principal-in-Charge and will be the main point of contact. Jonathan will have overall responsibility for our team and services. Once our work starts, he will be responsible for scheduling personnel and enabling excellent client service. He will also provide QA/QC for our company and have responsibility for the performance of our team, the satisfaction of the City and the overall success of the projects. Jonathan brings strong management experience having worked throughout the state for over 30 years on wide-ranging projects, including as a Director of Public Works. He has managed hundreds of similar construction services contracts on a statewide basis and has worked in the counties of Riverside, San Bernardino, Orange, Los Angeles, and San Diego.

Anser only provides construction inspectors that each offer a minimum of five years of experience completing public agency CIP projects in Southern California. Our Anser team members have previously worked for dozens of years within local city public works departments, water departments, utility agencies, engineering consulting firms and even as contractors. With our large group of over 50 inspectors, the

majority bringing over 20 years of similar experience on capital and development projects, we can staff jobs with the right qualifications whenever the City may need help. Our inspectors have excellent qualifications, including numerous certifications related to specialized construction inspection.

Local Knowledge. Anser is headquartered in Southern California (Corona) and over 70% of our clients are public agencies based in the Inland Empire area. We have completed dozens of projects in the cities of Corona, Coachella, La Quinta, Rialto, Ontario, Temecula, Murrieta and Lake Elsinore. In addition to Anser's local project experience, we also have qualified and experienced staff that live in Riverside County in the cities of Moreno Valley, Norco, Murrieta, Coachella, Hemet and Beaumont.

Understanding of Work

Anser understands that the City of Moreno Valley invites qualified consultants to submit proposals to provide construction inspection services to the Land Development Division to support private development projects and extend the existing City staff inspection capacity in response to the increase in development activities in the City. The requested services will be on an as needed basis as determined by the City, and the expected number of hours needed are between 20 and 50 hours per week. Construction activities may involve grading, erosion control, drainage and street improvements, traffic control and water quality BMPs. Services include acting as an extension to City inspector staff to conduct overall inspection of the assigned projects and as City representative at construction site to ensure compliance with applicable codes/regulations, construction drawings, specifications, traffic and erosion control/water quality plans and quality control. The City anticipates selecting one firm to perform the services. The initial term of the agreement shall be through the end of fiscal year 2022/2023 and may be extended up to four years at the City's option.

Specific Items of Work/Tasks

Construction inspection support services requirements include the following:

- Assignments to be performed by consultant personnel may include, but are not limited to, the following:
- Perform and assist in the duties of construction inspection including: grading, erosion control, drainage and street improvements, water quality BMPs, construction traffic control, quality control and ensuring compliance with project plans and specifications.
- Familiarize and review construction drawings, specifications, estimates and related project documents.
- Attend all meetings as required, including pre-construction meeting, progress meetings, and special meetings with any and all entities involved in the construction.
- Serve as an extension to City inspector staff to conduct overall inspection of the assigned projects and as City representative at construction site.
- Adhere to all safety and health code regulations and monitor contractor compliance to applicable contract provisions for the protection of the public and project personnel.
- Issue correction notices and notices of non-compliance to contractors as required.
- Prepare quantity calculations, progress payments/invoices, records, daily construction reports/journals, and correspondence related to construction project activities. Ensure that all construction documentation meets requirements as outlined by Federal requirements and the Caltrans Construction Manual (Chapter 5), Section 1 - Project Records and Reports (such as ensuring that daily reports/journals document and match quantity calculations/progress payments for the corresponding day of work).
- Consultant to assist in the preparation of As-Built plans by keeping updated and accurate record drawings in the field.
- Perform review and inspection of Storm Water Pollution Prevention (SWPP) activities and ensure stormwater WQMP, erosion control, and BMP's compliance.
- Monitor traffic control compliance with approved traffic control plans, specifications, and permits and coordinate any adjustments as needed.
- Prepare daily inspection reports. Utilize the City's electronic Accela Civic Platform (ACP) for input inspection data, reports, results, updates, photos, and related support documents.
- Request and collect all applicable certifications of compliance from the engineers of record at the completion of various stages of construction.

Construction inspection and contract administration shall be in accordance with:

- The Greenbook Standard Specifications and Standard Plans for Public Works Construction.
- The project plans and special provisions.
- Caltrans Construction Manual.
- Manual of Traffic Controls for Construction and Maintenance Work Zones.
- The City shall decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract.



Anser will provide the following inspection deliverables:

- Daily reports and extra-work diaries.
- Weekly progress reports prepared by the Consultant's project manager.
- Field measurements, field and laboratory test data and other documents as required by Caltrans procedures.
- All reports, calculations and other applicable documents prepared for the project.

Miscellaneous Equipment, Inspection Vehicles, and Tools:

- Consultant shall provide all necessary instruments, tools and safety equipment required for their personnel to perform their work accurately, efficiently and safely.
- Consultant shall provide other field materials such as testing equipment and safety equipment, as needed, for use by their staff on the project.
- Consultant shall provide each inspector and project manager with a cellular phone.

Inspection and Safety

- Consultant's personnel shall wear white hard hats, safety vests and rubber-soled shoes at all times while working in the field.
- Consultant shall provide appropriate safety training for all consultant's personnel required to work on and near roadways/highways.
- All safety equipment shall be provided by the consultant.

Approach to Delivering Services

Anser believes that the ability to provide high quality services and error free deliverables to our clients is the direct result of six Key Factors:

- | | |
|--|---|
| 1. Significant local resources | 4. Project specific plan |
| 2. Recent relevant experience and training | 5. Commitment to problem solving |
| 3. Proactive management and communication plan | 6. Solid Quality Assurance/Quality Control plan |

Significant Local Resources. Anser has over 250 staff local to Southern California. Being centrally based in Corona enables us to provide excellent access to Riverside, Orange, Los Angeles, San Bernardino, and San Diego Counties. Many larger companies with local offices cannot offer our depth of local resources of construction services staff. They are generally based outside the area and/or consist primarily of design staff. With our commitment to providing exclusively project management and construction phase services, we can provide our resources with training and equipment specific to our field services. This allows Anser to provide our clients with well-trained and qualified field staff who are a perfect match to implement the construction phase of their capital program. Also, all our project management, construction management, inspection, administration, and labor compliance staff are internal employees. In compliance with AB 5, we do not use any independent contractors. Anser has been fortunate in that more than two-thirds of our staff have been with us for over seven of our eleven years. We typically only use subconsultants for geotechnical and materials testing, large scale public relations, surveying and some types of specialty inspection. An added benefit to complying with this new law helps us to maintain staff continuity in all our services, thereby eliminating costly retraining or the time required to get occasional staff up to speed. Utilizing the same tenured staff is critical for ensuring high levels of quality.

Recent Relevant Experience and Training. Our Anser team members have previously worked for years within local city public works departments, water departments, utility agencies, engineering consulting firms and even as contractors. The majority have a minimum of 20 years of professional construction management and/or inspection experience. All have been successfully vetted and confirmed by the rigors of the municipal and/or State Public Agency System and bring that specific knowledge of the process and system to each project. Many possess relevant, specialized certifications. This background ensures that every member of our project team understands that all work must be constructed in accordance with the City's, local and regional standards. Knowing and being familiar with these standards is the foundation for ensuring high quality. Our Construction Managers and Inspectors routinely serve as an expert reference and resource for city and public agency staff pertaining to questions regarding construction management and inspection principles, policies, and practices.

Proactive Management and Communication Plan. Anser is very proactive in our approach to project delivery. At the beginning of each project, we prepare a project management action plan which outlines the roles and responsibilities of our staff and the client team, including third parties and other stakeholders. This document allows us to clarify, document and stack hands in agreement of the expectations for each team member.

A key aspect of our approach is teamwork and effective, regular communication with both clients and stakeholders. We rigorously interview and hire staff with excellent communication and verbal skills. This sets the bar very high, but we have found these skills lead to the best possible outcomes for our clients. We pride ourselves in maintaining a professional and smooth operation throughout projects.

Prior to starting work our Project/Construction Manager will facilitate the collaboration with the Project Manager/Engineer for the City. Typical items to communicate, depending on the type of work, include review of all plans, special provisions, construction and materials manual, and specifications that apply to the assigned project, review the day-to-day project responsibilities, review the content and format of the daily inspection reports for the project, review the required testing procedures and forms, and discuss roles and responsibilities regarding the City's procedures for notifications, changes, corrections, delays, rejections and tolerances.

For example, for an inspection assignment our staff will coordinate with the City's management each day and review the known activities and their anticipated times. We will develop a work progress plan and schedule for their activities and progression of where they need to be throughout the day. As activities pick up, we can plan for additional part time or day-to-day support if needed, as well as coordinate with the City staff that may have availability at times to assist in covering the work. Prioritizing the work is also important, placing inspection of structures and buried infrastructure ahead of lesser important items of work. The key to dealing with multiple project locations is proactive planning, coordination and constant communication with the field staff.

Project Specific Plan. Each project is different in nature and every client varies in how they approach utilizing consultants to accomplish their goals. Anser understands this as we have worked with dozens of clients in Southern California in each of our service lines throughout each market sector. Anser will provide construction inspection support services as needed for the City's land development projects. There may be intermittent work at times and our staffing is flexible to accommodate these changes on an ongoing basis. Our staff is ready to assist as needed to create a project specific plan.

Commitment to Problem Solving. We have a deliberate business strategy to attract and hire professional individuals with a very high level of personal commitment to problem solving. Based on specific client feedback, we have learned that our clients continue to choose Anser for our responsiveness, our experience in a variety of CIP and Development projects and our staff's high level of personal commitment to help ensure the success of every project. Problems are inherent in the field of construction; effectively solving these problems is very key to sustaining ongoing high levels of quality.

A great example of commitment to problem solving involves the recent experience of one of our Construction Managers for a mass grading project. During his first week on a job, he could not figure out why the contractor was using potable water for the draw pond in support of the mass grading operation when there was nearby available recycled water. When he asked about it, the contractor they said that they could not use it because there was always a conflict with the adjacent park, parkways and median landscape watering schedule. Unwilling to accept that answer, our CM and checked the start and stop times for each irrigation timer and then came up with a draw pond water schedule to allow for the filling of the pond with reclaimed water. We received feedback from the contractor that our CM had saved them up to \$30K/month with that seemingly simple amount of effort. This initial gesture helped create a collaborative environment where that project ran extremely smoothly throughout the nine-month contract.

Quality Assurance/Quality Control Plan. Anser will administer a program of Quality Assurance/Quality Control (QA/QC) procedures for producing quality work and shall effectively manage and control the work and the budget. The foundation of our QA/QC plan is built upon the prior described Key Factors; we then add our established project controls and documents file structure system and implement it with our Office Engineers and Construction Coordination Specialists to provide continuity, consistency and instant accessibility and availability of data to the client. Our field staff is adept at communicating clearly verbally and in writing for construction documentation. Because of the criticality of accurate documentation, we conduct internal Daily Inspection Report training sessions and apply this same training standard and sign off for subconsultant inspectors as well.

Our QA/QC plan covers each of our typical project deliverables for our construction management, inspection, labor compliance and materials testing services. Deliverables include:

- As-Built Plans
- Certified Payroll Audits
- Contract Change Orders
- Daily Extra Work Reports
- Daily Inspection Reports
- Discrepancy or Non-Conformance Notices
- Employee Interviews
- Final Pay Estimate
- Invoices
- Job Site Photos Materials Testing Reports
- Monthly Progress Reports
- Operations and Maintenance Manuals
- Project Certification
- Project Files
- Proposed Final Estimate
- Punch Lists
- Start-up Plans
- Weekly Reports
- Weekly Statement of Working Days

Our Monthly Report includes Status Logs of all RFI's, schedule reviews, submittal reviews, progress payments, CCO's, testing, special inspections and public contacts. If selected, Anser will provide the City with a detailed Quality Assurance/Quality Control Plan and adjust to mirror the City's requirements.

2. Scope of Services

The below sections convey Anser's clear understanding of the nature of public contracting and capital improvement projects processes, identification of possible major issues, and proposed solutions thereof, for the work as detailed in the scope of services section of the RFP. A description of Anser's work plan and approach to providing construction management and inspection services also follows below. Our work plan will demonstrate in sufficient detail a clear understanding of the "As-Needed" approach to the work.

Anser's Inspection Approach

Construction inspection is all about documenting the project and getting the material and facilities put in place in accordance with the regional standards and project documents. Anser understands that each inspection report is a legal document, and we treat them as such. The Inspector is on site to observe and confirm the quality of the field work. Key activities include:



Familiarity with the Project. The first thing we do prior to the start of work is become familiar with the project. In order to acquire this familiarity Anser inspectors will review construction drawings, specifications, estimates and related project documents.

Job Safety. Job site safety is the responsibility of the contractor. Anser will intermittently check that the contractor is following their approved safety plan. Our inspector will attend the contractor weekly tailgate meeting. The CM will review contractor's safety plan and implement tracking to assure that the contractor is following their safety plan. Our CM will notify the City of any accident or incident related to safety.

Daily Construction Inspection Reports. Anser Inspector will compile daily inspection reports documenting the contractor's workforce, all materials and equipment used or idle, a summary of the construction operations, any field problems, any disputes or claims, resolutions of issues and information provided or written directives to the contractor. Completed daily reports will be transmitted to the City on a weekly basis with originals filed and stored appropriately. Our CM will review and approve all daily reports. We typically include job photos with each daily report or categorize them by date and location for storage and "searchability" by title date location or key words on the computer. These will be stored on the City's electronic Accela Civic Platform (ACP).

Weekly Statement of Working Days. When applicable the Anser Inspector will prepare a weekly statement of working days documenting the construction progress, time of completion, delays and time extensions, and submit to contractor and the City on a weekly basis. The weekly statement of working days is typically discussed and agreed upon at each progress meeting and transmitted as an attachment to the minutes.

SWPPP. Anser Construction Managers and Inspectors have QSP certifications. Anser staff will make sure that the approved Storm Water Pollution Protection Plan is distributed to the contractor and City staff, check that the project is loaded on the state database and that the project complies with the approved WQMP. Anser will enforce all provisions of the Plan and/or other requirements set forth in the specifications. Anser staff is well versed in NPDES monitoring through provision of dedicated services for oversight of developers and contractors on behalf of several public agencies. In addition, our QSP staff will prepare and execute the necessary weekly reports as well as mandated pre- and post-storm reporting as needed.

Testing and Observations. The Anser Inspector will monitor testing services, track documentation and record testing results in weekly construction progress meetings. When necessary, corrective measures will be implemented and re-inspected to verify acceptable completion. We will review test reports to substantiate compliance and ensure that Certificates of Compliance or source release tags are furnished by the contractor along with the applicable delivered materials at the project.

Surveying Service. Anser Inspector will coordinate with the construction contractor's surveyor when their surveying services are needed. They will track hours on site on their daily reports to compare with invoices and help manage budget.

Materials and Workmanship. Anser will recommend approval of materials and workmanship that meet the contract requirements, in coordination with the authority of the consulting engineer, architect, fire inspector, deputy inspector or other authorized representative or regulatory authorities having jurisdiction.

Written Instruction. Anser will issue written instructions to the contractor regarding routine matters and/or follow-up of verbal instructions as necessary to



properly document project issues. Our inspectors have speed memo forms to document any issue and provide immediately a copy to the contractor.

Plans, Specs and As-Builts. Anser will periodically review the contractor's as-built updates on the approved job plan set, identify missing items, and require the contractor to keep as-built records up to date throughout the project. At the City's option Anser will keep its own set of as-built plans, which will note the location of subsurface utilities encountered and/or installed, identify where any design or field changes were required (utilizing the corresponding RFI and/or change order numbers), and note the location of critical building components that are covered by finish work. At the end of the project the final as-built plans are submitted to the City.

Pre-Final Inspection. Anser's Inspector will perform the final job walk and prepare the punch list (deficiency list). Anser will coordinate and observe the completion of required corrections. Should the contractor lag on a portion of the completion of project work, Anser will estimate the value of the incomplete items and recommend specific retention amount in accordance with the contract to preserve the City's financial interest. If necessary, a change order will be recommended for approval for completion of the remaining work so that the City may file the notice of completion and start the time after which stop notices and/or claims are no longer valid.

Final Inspection. All corrections must be made before Anser recommends processing of the "Notice of Completion." Anser is noted for our attention to detail. Upon completion of the punch-list and final sign-off by all project stakeholders, Anser will make a recommendation to the City regarding the contractor's final progress payment request and prepare a final progress payment report for submission to the City.

Delivery of As-Builts and Close-Out Documents. Anser will review as-built plans and prepare as-built reports. Anser will assist the contractor in maintaining a field set of as-built plans to be updated daily and delivered to the City upon project completion. Anser will continually document changed field conditions and not rely on the contractor to document as-builts. The Inspector will report and photograph field condition changes. The Inspector will document and keep these as-built conditions on plans on site. Anser will review the contractor's submittal of as-built conditions and compare this submittal to Anser's own documentation. Discrepancies will be discussed, resolved and recorded. Completed as-built plans will be submitted to the City within thirty (30) days of construction completion.



Anser will enforce the provisions of the specifications to require the contractor to submit well-coordinated operations and maintenance manuals, warranties and guarantees, bonds, extra stock and/or other items required by the contract documents such that a timely close-out of the project is implemented. Anser will perform closeout duties including final organization of project files and submit to the City for final approval and assist with the verifying all preliminary notices are satisfied, filing of the notice of completion and release of retention.

Close-Out. Anser will assist in performing closeout duties including final organization of project files and submit to the City for final approval after purging or storing unnecessary documents and assist with the filing of the notice of completion and release of retention.

Warranties and Guarantees. We will track all material warranties and guarantees identified in the specifications and make sure that we receive the required scope of these as well as the correct number of these documents with contact information, product names and manufacturer's representative and contact information. It is recommended that the City include a follow up schedule to have warranty items checked prior to their anniversary date so that any issues can be resolved under the contract warranty. These will be included in a binder as well as electronically stored for the City.

Plant Establishment Period. Anser Inspector will provide periodic maintenance inspections as specified. Any plant material not thriving will be recommended to be replaced per the contract provisions and new maintenance will be established. Irrigation system coverage and watering times will also be checked and, if any modifications are required, these will be updated in the operations and maintenance manuals for the system prior to acceptance of the maintenance period and turnover of the system to City maintenance and operations staff.

Potential Issues/Challenges and Proposed Solutions

After reviewing the RFP, Anser has identified the following key Potential Issues/Challenges critical to the success of any as-needed construction project for the City of Moreno Valley. Understanding the Potential Issues/Challenges of the project gives our inspection team the opportunity to apply mitigating efforts early to ensure that the project is completed on schedule and on budget. Combined with our general approach outlined above, and together with the City, we will create a specific plan and approach to provide the right level of construction management and/or inspection for each project.

Potential Issues/Challenges	Proposed Solutions/Mitigation Methods
Staffing Size, Locality and Specialty	For on-call contracts one of the most important factors in providing excellent service is the composition, locality and specialty of the company. There are many large firms with great experience that can show significant numbers of staff in their proposal. The key factor is how many staff a firm has locally available with the right experience. Anser's staff is 100% local staff in Southern California (Orange, Los Angeles, Riverside, San Bernardino and San Diego Counties). All our work is in Southern California. Also, we specialize in construction phase services (project management, construction management, inspection, office engineering, contract administration and labor compliance services). With over 250 local staff, including 50 Inspectors (all in Southern California), we have more local staff available to best meet the needs of our municipal clients.
Right Staff at the Right Time	Anser has been successfully staffing on-call contracts since our inception back in January of 2010. We have developed tools and processes to be able to provide the right staff with the right experience at the right time. With most of our projects having a duration in the six-to-nine-month range, we continually have experienced staff becoming available. We stay in close contact with our staff on their availability and with our client project managers regarding the anticipated time when the individual or team will be needed. We pride ourselves in servicing our clients' needs no matter what the situation. We also have part time inspection staff who only want to work for a specific amount of time each year. This means even when we are at full capacity, we still have options to staff new work if called upon. We have designed our company to address the challenging needs of on-call contracts.
Utility Conflicts	Any City has typical projects that can include underground utilities. As an older City in Southern California, most of the types of projects will have constraints that require potholing, often have a limited work area, contain adjacent facilities or structures and generally require experienced staff in dealing with these issues. Anser brings experienced construction inspectors who have worked previously with agencies like the City of Moreno Valley and/or have been contractors building these same types of projects giving them a well-rounded perspective; as a result, they are well equipped to deal with these issues.
Coordination with City and Operators	Anser Inspectors will establish open communication and reporting lines with the City representative and project stakeholders at the beginning of the project. Our staff will proactively communicate throughout the construction duration regarding field activities.
SWPPP	Anser has QSP certified staff. They will enforce all provisions of the SWPPP Plan and will perform the monthly and rain event inspections. Anser will detail these requirements during the pre-construction meeting and will continually monitor and report on the contractor's compliance. Any failures could cause immediate damage to the surrounding area and revocation of permits by the various governing boards. All necessary precautions to maintain compliance must be in place.

Anser's Strength in Construction Inspection Services

Expertise. Anser and its staff have the background, resources, track record and relevant experience for successfully delivering public works services to the City of Moreno Valley as well as other cities in southern California. We have provided project management, construction management and inspection as a major component of our service to clients since we were founded. We have developed and continuously improved our management systems and modify them to accommodate various funding types and the typical CIP construction projects for the specific purpose of successfully delivering Land Development Projects within a City in accordance with state and local requirements. Anser also understands the importance of having our staff be experts in their field. Since our defined area of focus is construction services, we provide the appropriate resources to ensure that we offer services of the highest standard available for our specific area of expertise. This includes our internal documentation system, our new and professional equipment and our staff training and recognition systems that allow us to attract and retain some of the best people in the industry.

Experienced and Professional Staff. Our goal is to provide our clients with experienced engineering and construction management professionals who possess extensive street, water and sewer expertise. We also strive to provide staff that is registered as appropriate to the level of complexity and type of projects being implemented. We have Project Managers and Construction Managers who are licensed Engineers and have Contractor licenses. Many of our primary inspectors have both contracting background and inspection certifications. These certifications include APWA, ACIA, QSP, and D-1, D-2, D-3, D-5, T-1, T-2 and T-3 certifications for water distribution and treatment. We also have staff that are Certified Cross Connection Specialists, Certified Welding and Structural Steel Inspectors, NASSCO Certified Cured-in-Place Pipe Inspectors, NACE Certified Coating Inspectors and numerous inspection staff with reinforced concrete and asphalt inspection certificates through ICC and ACI. They also have experience with testing related to water projects, including hydrostatic testing, chlorination/de-chlorination, dewatering and bac-t tests. All our staff has recent training in SWPPP/NPDES and other applicable areas of expertise.

Our field staff members are provided a company vehicle with fuel and maintenance cards. They take these vehicles home at night for security and to not burden the client with additional vehicles to house at their facility. We provide cell phones that will connect with the client staff phones and have unlimited minute plans, so our staff does not need to worry about time usage. We provide staff with digital cameras with adequate storage to document the projects each day. We also provide staff with laptop computers and mobile air cards so they will be able to document their activities as they go, maintain their project records and daily inspection reports as they occur and distribute these reports immediately. We also provide the necessary tools for our field staff to do their job such as: heat gun, survey level, smart level, measuring wheel, tape measure, peep site and flexible rod, and probe. Of utmost importance is the provision of safety equipment (glasses, reflective vests, hard hats, jacket, cones, flares, first aid kit and fire extinguishers). Our goal is to provide our clients with experienced, safe and fully equipped staff so that they are confident in who we provide. This allows the client to focus, without distractions, on doing their jobs of managing their overall construction program.



Resources. Anser's large local pool of engineering professionals, construction management and inspection staff enable us to continually attract quality people through employee referrals. This continuous pool of qualified staff allows Anser to provide the high-quality resources to quickly respond to our clients' needs. We have the resources to consistently deliver qualified, friendly, well-trained staff to our clients. We interview new staff regularly to maintain our knowledge of local and qualified available individuals ready to come on board for the next assignment.

Summary. The Anser team has excellent similar professional and field-oriented qualifications, relevant local experience and familiarity with the geographic area of Temecula. With our corporate office located in the center of Corona and our steady growth and expansion in the region, we are more than capable of managing the projects contemplated by the City. In fact, we are the perfect fit in size, expertise and capabilities—we are large enough to successfully provide the right staff at the right time, yet small enough to make quick decisions and nimble adjustments which ensures the best quality service to support the City with their CIP and Land Development Construction Program. All of this is in addition to the fact that we have been working steadily for the City of Temecula for almost five years. We pride ourselves on the fact that our Principal-in-Charge, Jonathan Smith, is always available and responsive by phone, in person and/or email to discuss project progress, questions, etc. Our team is eager to once again deliver high quality projects and staffing solutions to the City.

3. Proposed Staffing

The following brief resume narratives illustrate the qualifications and experience of our proposed inspection team. Full resumes for our proposed staff can be provided upon request.

Key Personnel

Jonathan Smith, PE, Principal-in-Charge | Years of Industry Experience: 30+

Jonathan is a hands-on, results-oriented leader with a proven history of productivity and an ability to take complex issues and get to a consensus quickly. During his 30 plus-year career, he has worked for numerous agencies throughout Southern California in roles varying from Director of Public Works to Senior Civil Engineer. Jonathan is experienced at analyzing complex budgets and technical reports and developing and revising contracts and legal documents using federal, state, and local laws, rules and regulations. He has experience related to construction management and design of water/wastewater projects, roadways, sound walls, retaining walls and buildings. He has served as Project Manager, Resident Engineer, Construction Scheduler, Estimator and Construction Inspector. Jonathan has been responsible for roadway design and construction, supervision of technical and field staff, change order negotiation and preparation, contract administration, critical path schedule reviews, storm water pollution prevention plan preparation and compliance, claims mitigation, selection committee interviews, cost estimate preparation, reviewing and designing structure-related shop drawings and assuring compliance with plans, specifications and various agency regulations, presentations to city councils and other stakeholder groups. He is a highly effective manager who possesses the ability to develop both entry-level and experienced staff into participatory teams by using strong organizational, interpersonal, and critical thinking skills. | *Registrations:* Registered Civil Engineer, CA #C61253

Jesse Isaacson, Lead Construction Inspector | Years of Industry Experience: 20+

Jesse is a skilled Construction Inspector with over 20 years of professional quality assurance experience and expertise. His background includes all aspects of public works including wet and dry utility infrastructure projects. Jesse takes measures to ensure that his projects are constructed in conformance with the project plans and specifications. He has both extensive roadway and water/sewer pipe installation experience. Jesse has excellent verbal and written communication skills, pays attention to detail and can read and interpret plans. Jesse is highly familiar with the Standard Specifications for Public Works Construction (SSPWC "Greenbook"), Standard Plans for Public Works, State of California Department of Transportation (Caltrans) Standard Plans, and the Caltrans Standard Specifications.

Most recently, Jesse provided **As-Needed Inspection Services to the City of Moreno Valley**, therefore is highly familiar with City processes and practices. As a construction inspector for private developments projects, Jesse's duties included field inspections to ensure projects are built to current standards and specifications, stormwater field inspections and reporting, daily reports, material, and quantity tracking, and coordinating with local utility companies. He inspected and tracked all utility work performed under encroachment permits; coordinated with local utility companies to coordinate and inspect construction work in the City rights-of-way; and coordinated all work with Frontier Communications, Spectrum, Charter, AT&T, Crown Castle, and MCI. He was responsible for ensuring that the contractors scheduled inspections and complied with all specifications for work in the ROW including, work hours, asphalt and concrete restoration, traffic control, trench compaction, and landscaping.

Cornelius Marcusiu, Senior Construction Inspector | Years of Industry Experience: 28+

Cornelius has over 28 years of construction management, construction inspection and engineering experience on a vast array of Capital and Land Development construction projects. Recently his project experience has focused on city related development and public works projects that include parks, streets, roads, medians, ADA, water and sewer pipeline installation, traffic signal installation, interconnects, utilities and related projects. Cornelius also brings development experience having served as a Lead Inspector and Construction Engineer for the Department of Transportation in both Texas and Nevada. He has prepared field surveys, bid analysis, code research, specifications, cost estimates, contracts, site safety review, weekly updates and technical reports, progress payments, change orders, punch lists, and participated in mediation and arbitration hearings. In addition to his extensive construction inspection experience, Cornelius brings drafting, design and project development experience in roadway and structural engineering.

Cornelius recently served as a Senior Construction Inspector for various private land development projects for the **City of Oceanside**, which generally included monitoring, observation and oversight of the following listed activities: construction noise, dust, storm water run-off, traffic control, work hours, all construction activities in the right-of-way demolition, earthwork, grading, paving, construction of storm-drain, curb, gutter, pedestrian ramp, sidewalk and review of grade and elevation certifications. Cornelius also served as a Senior Construction Inspector for multimillion-dollar warehouse, convenience store and restaurant developments for the **City of Rialto**. Duties include attending pre-construction meetings, collecting project information and discussing issuance of onsite and/or offsite City Permits, City Municipal Codes, Moratorium streets, dust control measures, work schedule, TCP, SWPPP, placement of AQMD signs, Waste Management and other City requirements. Project site inspection encompassed proper use of BMPs safeguarding that pollutants do not enter waterways, wet and dry underground and overhead utility connections (storm drain, sewer, water, gas, phone, cable), pull boxes and vaults, transverse and longitudinal trenching, driveways, cross gutters, bus pads and turnouts, sidewalks, detention basins, landscape, ADA ramps, traffic signal cameras, radar and loop detection, street lights, roadway grinding and overlays, permanent signs and striping.

Certifications: ATSSA Traffic Control Supervisor #00051121; ATSSA Traffic Control Supervisor #112235; US DOT National Highway Institute PCC Materials NHI #13119

David Valenzuela, EIT, QSP, Senior Construction Inspector | Years of Industry Experience: 20+

David has over 20 years of experience in the construction and engineering industry. He has provided engineering and construction management for several Southern California clients, including the Cities of Corona, Desert Hot Springs, Escondido, Garden Grove, and worked in construction for over 10 years prior to getting his engineering degree. David has worked on projects including storm drain, wet and dry utilities, streets, bridges, streetlights, grading, park and recreation facilities which recently include the Cannery-Imperial Interim Storm Drain Improvements from Gilbert Street and Imperial Avenue to Garden Grove Boulevard and Cannery Street (\$3M) project for the City of Garden Grove and the 2019-2020 Concrete Program (\$60K) for the City of Yucaipa. | **Certifications:** Engineer-In-Training No. 162000

Tom Hall, D-3, Senior Construction Inspector | Years of Industry Experience: 30+

Tom brings over 30 years of experience in the engineering and construction industry. He worked for the City of Corona as an Engineering Technician and advanced to Supervising Inspector with up to eight inspectors reporting to him. He has a strong operations background in public works and understands how to help deliver projects to many Anser Clients. Previously Tom provided inspection for numerous roadway projects including the Green River Road Widening Project (\$6.2M) for the City of Corona and the Chapman Avenue Pavement Rehabilitation (\$2.4M) for the City of Garden Grove. He recently completed the annual paving program and roadway and traffic signal projects for the City of Huntington Beach and is currently providing inspection services to the City of Oceanside for private land development projects which includes roadway and infrastructure improvements, landscaping and irrigation.

Certifications: Water Distribution D-3, DHS #8071; Cross-Connection Control Specialist; Water Treatment T-2; Backflow Certification Training; Trench Excavation Safety; Confined Space Training

Frank Moreno, Senior Construction Inspector | Years of Industry Experience: 26+

Frank has over 26 years of construction inspection experience with a majority of his career spent at a public agency delivering water-related projects. He has experience with numerous major infrastructure projects such as treatment plants, sewage lift stations, pump stations, storm drains, storm sewers, roadway construction and deep trench excavation in major arterial streets, primary street improvements and conventional dry utilities. Frank's recent work includes inspection of the 91 Freeway Design-Build Project (\$1.6B) and the Temescal Canyon Widening at Glen Ivy Waterline Relocation (\$13M) for the City of Corona.

Certifications: California 'A' Contractor's License; 40-hr HazWoper Training; Confined Space Training; First Aid and CPR; Certified Competent Person Certification

Dave Zamiski, CMIT, A-License, Senior Construction Inspector | Years of Industry Experience: 20+

Dave has over 30 years of experience in the construction industry both as a representative for public agencies and in high level construction and project management roles with contracting and development firms. He has a strong understanding of all phases of development projects, as well as CIP and public works projects. Dave has provided construction management and QA/QC for a variety of public works projects including mass grading, grade separations, pipelines, railroad bridges, retaining walls, street intersection and traffic signal and landscaping. Dave's responsibilities have included quality control, quality assurance, construction inspections, QSP inspection, including use of BMPs and conformance with AQMD PM-10. Prior to his public works experience, he was responsible for managing the construction of many large new parks, recreational facilities and golf courses. Dave's experience for public agencies includes various land development and capital projects for the Cities of Rialto, Corona and San Bernardino that have encompassed freeway expansions, mass grading, wet utilities, dry utilities, street improvements, bridges, drainage structures, traffic lights and signals, storm drain, medians, recreation, water pipeline, slope protection, manhole and minor structures, vaults, water and sewer connections, landscaping and irrigation.

Additional construction inspection staff will be made available as needed or upon request. Hourly rates for all available staff have been provided as an attachment to this proposal.

4. Similar Project Experience

Anser's staff have completed numerous public works projects for on-call contracts throughout Southern California. Below is a selection of detailed contract and project descriptions, illustrating our tremendous depth and breadth of experience and highlighting a comprehensive ability to manage any work for the City of Moreno Valley's land development projects.

City of Corona, CA – On-Call Project Management, Construction Management and Inspection (May 2011 – Present)

Anser is providing project management, construction management, inspection and labor compliance services for development and CIP projects throughout the City. Project elements involve water and sewer pipelines, lift stations, reservoirs, streets, roadways, streetlights, facilities, parks, land development and utility relocations. A sample of relevant project management projects includes:

- 2017 Street Pavement Maintenance and Rehabilitation (\$2.9M) – Street improvements on four major arterials.
- 2018-19 Pavement Rehabilitation Project (\$1M) – Street improvements on major arterials.
- Foothill Parkway East Expansion (\$20M) – Construction of a two-mile roadway with curb, gutter, a raised median, a multipurpose trail, sidewalks, landscaping, a bridge, streetlights and three traffic signals.
- Foothill Parkway Westerty Extension Mitigation (\$580K) – Included sidewalks, signage, 260 cy water filtration area, nearly 8,000' of vinyl fence, 174,000 sf of cross rip compacted soil, several water service lines, grading, concrete cutoff wall, rock slope protection and ¼ ton rip rap.
- Overlook Drive (\$1.5M) – Rehabilitation of residential road.
- Green River Road Widening and Waterline Project (\$6.2M) – Arterial road widening, utility relocations, storm drain and traffic signal work.
- Household Hazardous Waste Collection Facility (\$1.2M) – New hazardous waste disposal facility
- Magnolia Avenue Widening (\$7M) – Widening of a major arterial over a freeway and a wash. Project included federal funding.
- McKinley Grade Separation (\$150M) – Project management during the procurement of the design contract and during the design of a bridge over an active railroad. Project also included extensive ROW acquisition. Monitored project funding, responded to project inquiries and prepared project reports.
- Ontario Cold In Place Recycled Pavement Rehabilitation (\$4M) – Provided project management, construction management and inspection for this FHWA funded roadway rehabilitation project for an arterial street. Anser prepared the RFP for design services, managed designer, project funding, schedule and budget. Labor compliance was also provided. AC pavement, ADA up-grades, curb & gutter, sidewalk, pedestrian push button up-grades, video detection, striping and other ancillary improvements.
- Ridgeline Park Improvements (\$1.1M) – Provided constructability reviews for a 1,300-sf water play area, restrooms and shade structures.
- Temescal Canyon Road Improvement Projects: Temescal Canyon Road/Glen Ivy Road Waterline Relocation (\$150K) – Widened Temescal Canyon Road from a rural two-lane road to a four-lane street.
- Grant Administration and Project Management for Various Projects (\$ Varies) – Specific work includes managing the design consultant, acquiring and administering the grant funding, and ensuring the project plans were completed and ready for implementation. Anser's Project Manager also served as the Construction Manager for several of the projects.

City of Murrieta, CA – On-Call Project Management, Construction Management and Inspection (Feb 2010 – Present)

Anser provides project management, construction management, inspection and labor compliance services to a variety of projects throughout the City. Anser provides the City with Project Managers, Construction Managers, Resident Inspectors and part-time Inspectors based on the project needs. Our services include managing project schedule and budgets, construction inspection, assistance with project close out and administrative assistance. Anser also coordinates work with the City, local utility companies and other stakeholders. A sample of projects includes:

- Jackson Avenue Widening, Extension and Bridge Project (\$8M) – Provided project management, construction management and inspection for the bridge construction that included a six-span arch culvert over a creek and nearly 170,000 cy of earth work, street widening from two to four lanes, construction of retaining walls, storm drain improvements and additional site improvement for the widening including pile driving and installation camber calculation and survey, abutments, steel reinforcing, concrete deck, barrier walls, pavement section and utility coordination.
- Madison Avenue Widening Project (\$7M) – Provided project management and resident inspection for this roadway widening from two to four lanes for about one mile along Madison Avenue. Project features included in the parkways, signalized intersection at Guavas, parkways, medians, landscaping and irrigation, sidewalk, ADA improvements, driveways and utility relocations.
- Warm Springs Parkway South Improvement Project (\$2.6M) – Approximately 730' of roadway improvements on Warm Springs Parkway and approximately 1,400' of roadway improvements on Clinton Keith Roadway. Included grading, roadway removals, new asphalt pavement and aggregate base, concrete curb & gutter, sidewalk, drainage improvements, signing and striping,

traffic control, a raised median island, landscape irrigation and planting, traffic signal, street lighting, dry utilities, and water and sewer utilities.

- **Town Square Park Project Phases 1, 2 and 3 (\$6.1M)** – Phase 1: Design and build a four - acre park, which included landscape, irrigation, lighting, restroom and an amphitheater. In addition, designed and built the loop and entry roads, potable water well and reclaimed water connections. Phase 2: Designed and constructed a semi - circular backdrop and covering for the amphitheater that incorporated high quality sound and lighting for the various concerts, productions and events that take place at Town Square Park. Constructed an enclosed storage area and dressing/green room (off - stage area) for performers. Phase 3: Redesigned the lighting surrounding the park by allowing for individual lighting controls. Installed a sound system, security cameras, and Wi - Fi.
- **2nd Avenue Park (\$243K)** – Parking lot and City park improvements.
- **B-Street Station/Senior Center Outdoor Recreation Area (\$1.1M)** – Provided seniors with an outdoor recreation area to include pickle ball, outdoor fitness equipment and picnic shelter area.
- **Murrieta Community Center Improvements Project (\$232K)** – Tenant improvements including paint, tile, ADA elevator lift, aluminum ramp and refinishing the hardwood stage floor.
- **Murrieta Senior Center Improvements Project (\$400K)** – Tenant improvements including new paint, carpet, tile, window coverings, bathroom fixtures, security system upgrades and new TPO roof system.
- **Murrieta Sports Parks (\$3M)** – Resident inspection services for new synthetic turf football and soccer fields. Project features include grading, sub-drain system, landscaping, irrigation fencing, lighting, bleachers and ancillary facilities to support the park. Duties included preparing daily reports with workforce, equipment, operation description, materials incorporated into the work and photographic records of the site. Duties also included quality assurance and compliance with public works and building code requirements. Inspection included landscaping, irrigation, minor structures, water system, grading, curb and gutter, irrigation, SWPPP/NPDES inspections and documentation.

City of Rialto, CA – On-Call Construction Management and Inspection, Capital Improvement and Development Projects (Dec 2017 – Jan 2019)

Anser assisted the City by providing project management, construction management and inspection services on CIP projects, industrial and commercial developments. The construction of these developments included mass grading and installation of sewer, water and storm drains. Inspectors also prepared daily reports with photographs, attended meetings and worked with the City and contractors to remediate any concerns or issues. Specific projects include:

- **Various On-Site and Off-Site Inspections for Land Development (\$ Varies)** – Provided inspections for 160+ projects throughout the City.
- **Valley Boulevard Off-Site Improvements Between Spruce Avenue and Cactus Avenue (\$650K)** – Construction of storm drain, street widening, street resurfacing, signage and striping, street lighting and all appurtenant work.
- **El Rivino Road and Agua Mansa Road Storm Drain Improvements (\$2.2M)** – Construction of an off-site storm drain system. Project included 2500' 54" RCP, 1800' 48" RCP, 300' of 30" RCP, 41,000' of street AC paving, 53,000 square feet of grind and overlay and 11 manholes.
- **Fire Station 205 Phase 1 (\$4.2M)** – Construction Management, Inspection and Labor Compliance services during overall site grading and drainage improvements, an apparatus building, temporary staff living quarters, parking and underground utilities for proposed and future facilities. Services also include managing the materials testing firm
- **Joe Sampson Park (\$5.2M)** – Anser recently provided construction management, inspection and labor compliance services on a new \$5.2M eight-acre community park. Project features included a new parking lot, prefabricated public restroom building, splash pad, playground equipment, shade structures and canopies, mass grading, roadway and utility improvements, pathway lighting, street lighting, storm water BMP placement and compliance, fencing, railing, basketball courts, soccer fields and community art projects. Duties included overseeing contractor's work product, managing site inspection, administration and materials testing staff, managing and administering the construction contract budget, review of contractor schedule and progress, preparing daily, weekly and monthly reporting to update the City staff. Our Construction Manager oversaw the construction project progress and labor compliance, provided submittal reviews, responded to contractors RFI's, RFC's, processed monthly progress payments and coordinated with local utilities, project designer and City Project Manager.
- **Metrolink Parking Lot Expansion (\$1.1M)** – Construction Management, Inspection and Labor Compliance services during the expansion of a parking lot. Improvements include new curbs, gutters, ramps, signage and lighting as well as grading to prepare for asphalt concrete.
- **2018/19 Citywide Roof Repairs (\$700K)** – Repair and replacement of roofs on five city properties. Properties included fire stations, police buildings and community centers.
- **Rialto Community Center ADA Upgrades (\$390K)** – Construction Management, Inspection and material testing for ADA upgrades at the City's Community Center. Upgrades include new ramps, curbs, signage and entry ways.

Other development projects have included:

- **Amazon Distribution Warehouse (\$90M)** – 1M square foot building that included the installation of over 3,500' of HDPE pipe with pipe diameter ranging from 18" to 38". Project also required inspections during the installation of storm tech isolators (underground stormwater detention chambers).
- **FedEx Ground Expansion (\$25M)** – Expansion of a 100,000 square foot building.
- **I-210 Logistics Center (\$300M)** – Several multi-phased warehouse buildings were constructed ranging from 200,000 square feet to over 700,000 square feet.
- **Monster Energy Drinks (\$85M)** – Building of a 1M square foot warehouse and distribution on 48 acres.
- **Renaissance East Development (\$50M)** – Retail and entertainment center spanning 250,000 square feet and 60 acres.
- **Various Development Projects (\$ Varies)** – Inspectors provide construction observation during the installation of sewer lines, HDPE pipes, catch basin filtration systems, storm drains and concrete placement (foundations, curbs and gutters). Inspectors verify the lining and grading of all pipes, monitor backfill activities, and check materials for compliance.

City of Temecula, CA – As-Needed Construction Management and Inspection Services (Jan 2018 – Present)

Anser provides the City with flexible construction management, inspection and labor compliance services. Recent and current projects include:

- **Fiber Optic Communication System Upgrade (\$760K)** CM, Inspection and Labor Compliance on this project that includes the installation of fiber optic communication system upgrades including: conduit, cable, controllers and related communication equipment to improve safety and operations via optimized traffic signal timing coordination.
- **Pechanga Parkway Widening (\$5M)** – The ¼ mile widening included the removal of existing concrete asphalt, curbs and gutters, sidewalks and medians. The project expanded the street, provided curbs and gutters, ADA improvements and installed new traffic signals. Minor utility relocation also took place.
- **Temecula Park and Ride Project (\$2.7M)** – Street improvements included the widening of Vallejo Road for approximately 800', demolition of existing street, grading, asphalt paving, asphalt berm, traffic signage and striping.
- **Various land development sites (\$ Varies)** – Projects include street rehabilitation, traffic signal and intersection, ADA compliance, water and sewer improvements, storm drain facilities, landscaping, irrigation, curbs and gutters.
- **Citywide NPDES Inspections** – Anser is also providing Stormwater/NPDES compliance inspections and state reporting for reportable events for all City projects and development work.

5. Staff Hours

Anser will commit the following number of hours per week for each proposed staff to provide the required services. *Each of our proposed inspectors are available on a full-time basis, or more if needed.*

Proposed Staff	Hours/Week
Jonathan Smith, PE, Principal-in-Charge/Project Manager	As Needed
Jesse Isaacson, Senior Construction Inspector	40
Cornelius Marcusiu, Senior Construction Inspector	40
David Valenzuela, EIT, QSP, Senior Construction Inspector	40
Tom Hall, D-3, Senior Construction Inspector	40
Frank Moreno, Senior Construction Inspector	40
Dave Zamiski, CMIT, A-License, Senior Construction Inspector	40

6. List of References

The following list of references may be contacted in order to gain a fuller understanding of our proposed team's qualifications and experience as it relates to this City of Moreno Valley on-call contract.

- **City of Corona, CA – On-Call Project Management, Construction Management and Inspection** (May 2011 – Present)
 - Vernon Weisman, PE, District Engineer, (951) 739-4912, vernon.weisman@ci.corona.ca.us
- **City of Murrieta, CA – On-Call Project Management, Construction Management and Inspection** (Feb 2010 – Present)
 - Bob Moehling, PE, Director of Public Works/City Engineer, (951) 304-2489, bmoehling@murrieta.org
- **City of Temecula, CA – As-Needed Construction Management and Inspection Services** (Jan 2018 – Present)
 - William Becerra, Associate Engineer II, (951) 693-3963, will.becerra@TemeculaCA.gov
- **City of Oceanside - On-Call Inspection Services** (June 2020 - Present)
 - Paul J. Pham, P.E., City Development Engineer, (760) 435-5030, PPham@oceansideca.org

7. Forms and Statements

Acknowledgments and Statements

1. This RFP is incorporated in its entirety as a part of the Anser Advisory Management, LLC (dba Anser Advisory) Proposal.
2. This RFP and the Anser Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by Anser and the City of Moreno Valley.
3. Anser's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Anser Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. Anser does not have any exceptions to the provisions and conditions of this RFP.
5. This statement of qualifications includes the names, qualifications and proposed duties of the Anser 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 Anser staff should become unavailable, Anser may substitute other staff of at least equal competence only after prior written approval by the City.
6. Anser acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the "Not-to-Exceed" fee as part of the Cost Proposal, and no additional compensation will be allowed therefore.
7. A resource allocation matrix is provided with the Proposal in Section 6 Staff Hours. The resource allocation matrix lists detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns.
8. Anser acknowledges and understands that the Consultant will provide a qualified alternate inspector in the event of the primary inspector is not able to come to work.
9. All charges for Anser services is a "Not-to-Exceed" fee which must include conservatively estimated reimbursable expenses, as submitted with and made a part of Anser's Proposal.
10. Anser will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. The hourly rate schedule (which is included in the Cost Proposal as required below) is part of the Anser Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
12. Anser will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
14. Anser shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
15. Anser shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code.

Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

16. Anser shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
17. Anser 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.

Attachment A: Non-Collusion Affidavit

Note: To be executed by Proposer and submitted with proposal.

State of California
(the State of the place of business)

County of Orange
(the County of the place of business)

Jonathan Smith, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is Vice President/ Managing Director of
(title of the person signing this form)

Anser Advisory Management, LLC, the party making the foregoing bid
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said 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 said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his 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 in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: 
(signature)

Printed Name: Jonathan Smith
(name of the person signing this form)

Title: Vice President/ Managing Director
(title of the person signing this form)

Attachment: Consultant Agreement - Anser (5935 : AUTHORIZATION TO AWARD AGREEMENTS TO ANSER ADVISORY MANAGEMENT, LLC

Exhibit A: Pricing

(Will not be viewed until after consultant ranking is made and top-ranked consultant is identified)

I. Hourly Rates***

A. Include titles and rates for all staff that could provide services under the contract.

	Title	Hourly Rate
1	Construction Inspector	PLEASE SEE ATTACHED FEE SCHEDULE
2		\$
3		\$
4		\$
5		\$
6		\$

*** Attach additional sheets as necessary.

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment B for the Sample Invoice. Invoice format must first be approved by City prior to the first invoice submittal. Invoices must be submitted on a monthly basis if services were performed during that period.
- B. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- C. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit A: Pricing.
- D. **Fixed Prices:** prices are fixed for each year of the agreement.
- E. **Cost Proposal Pricing:** The awarded Provider's Exhibit A: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

Anser Advisory Management, LLC
HOURLY FEE SCHEDULE
July 1, 2022 through June 30, 2023

City of Moreno Valley

Fully Burdened Billing Rates

Personnel Name	Position/Title in Company	License(s) Held	Hourly Rate
Jonathan Smith	Account Manager/Principal-In-Charge	PE	\$ 200.00
Jesse Isaacson	Construction Inspector		\$ 120.00
Comelius Marcusiu	Senior Construction Inspector		\$ 146.00
Gary McCredie	Senior Construction Inspector	D-3, CMIT	\$ 146.00
David Zamiski	Senior Construction Inspector	CMIT, A-License	\$ 146.00
Jeremy Vander Veen	Senior Construction Inspector		\$ 146.00
Frank Moreno	Senior Construction Inspector		\$ 146.00
Cory Smith	Senior Construction Inspector		\$ 146.00
Cesar Ramirez	Senior Construction Inspector	EE	\$ 146.00
Dakota Mebane	Senior Construction Inspector		\$ 146.00
Thomas Hall	Senior Construction Inspector	D-3	\$ 146.00
Pat Shen	Senior Construction Inspector	QSP	\$ 146.00
Paul Morales	Senior Construction Inspector	C-10, A-License	\$ 146.00
Greg Swan	Senior Construction Inspector		\$ 146.00
Tim Miller	Senior Construction Inspector		\$ 146.00
Jeremy Hooper	Senior Construction Inspector		\$ 146.00
Richard Lawrence	Senior Construction Inspector		\$ 146.00
Robert Little	Senior Construction Inspector	QSP	\$ 146.00
Khalid Dawood	Senior Construction Inspector		\$ 146.00
Heidi Nesper	Operations Manager/Labor Compliance Manager		\$ 100.00
Rachael Highley	Project Coordinator		\$ 88.00
Michelle Rios	Project Coordinator		\$ 88.00
Teresa Rodriguez	Project Coordinator		\$ 88.00
Melanie Lindbeck	Project Coordinator		\$ 88.00
Dennise Ramirez	Project Coordinator		\$ 88.00

NOTES:

Rates are inclusive - Rates include related costs: professional liability insurance, overhead, vehicle, vehicle insurance, fuel, vehicle maintenance, laptop computer, heat gun, probe, smart level, mobile phone, digital camera and standard tools and equipment. All other direct expenses (Plan Reproduction, Large Printing jobs and Delivery/ Mail) will be billed at cost. We do not charge job mileage or drive time or mileage to work.

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, inspection-related data, and such other pertinent data which may become available to the City.
2. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **\$125,000.00 for six months in Fiscal Year 2022/23 and \$250,000.00 annually thereafter.**
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 once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Land Development Division/Public Works Department at zarat@moval.org. Calls should be directed to (951) 413-3139.
3. 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

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

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

EXHIBIT D

EXHIBIT E**INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

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

4. Professional Liability (Errors and Omissions):

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

Umbrella or Excess Insurance

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Willdan Engineering**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into as of this 1st day of January, 2023 ("Effective Date").

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 Scope of Services) and Exhibit B (Consultant's Proposal) hereto; and

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

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

DESCRIPTION OF PROJECT

1. The Project is described as Construction Inspection Consultant Services.

SCOPE OF SERVICES

2. The Consultant's scope of service is described in 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 in 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 **\$125,000.00 for six months in Fiscal Year 2022/23 and a "Not-to-Exceed" fee of \$250,000.00 annually thereafter**, in accordance with the payment terms provided in Exhibit D attached hereto and incorporated herein by this reference.

TERM OF MULTI-YEAR AGREEMENT

5. (a) This contractual agreement will be subject to the City Council approving the fiscal year annual budget. This contractual agreement shall be binding upon all parties for a period of one (1) fiscal year and may be extended for an additional four (4) fiscal years upon the written agreement of both parties and pending funding approval in the new fiscal year's budget.

(b) The following clause applies to this project: "It should be noted that this multi-year agreement may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council. In the event that the City Council does not grant necessary funding appropriations and/or program approval, then the affected multi-year agreement becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied."

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

TIME FOR PERFORMANCE

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

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

8. This Agreement shall be effective from **January 1, 2023** and shall continue in full force and effect date through **June 30, 2023**, 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.

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

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

SPECIAL PROVISIONS

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

11. 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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.

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

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

16. Insurance.

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

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

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the

**AGREEMENT FOR PROFESSIONAL
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indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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

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

17. 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.

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

**AGREEMENT FOR PROFESSIONAL
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19. (a) The Consultant shall deliver to the Engineering Division Manager/Assistant City Engineer or his designated representative, red line comments and other deliverable items identified in the scope of work which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, red line comments, and letters, 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.

20. (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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

or costs incurred which reasonably could have been avoided.

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

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

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall

**AGREEMENT FOR PROFESSIONAL
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assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

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

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

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

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

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

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

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

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 26(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 26 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 26 shall survive expiration or termination of this Agreement.

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

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

29. Civil Code Section 1542 Waiver. Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by

**AGREEMENT FOR PROFESSIONAL
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him or her, would have materially affected his or her settlement with the debtor or released party.” This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees’ Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

30. CalPERS Retiree Disclosure. Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees’ Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree’s obligations under applicable law, rules, or regulations.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

Willdan Engineering

BY: _____
City Manager

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

<u>INTERNAL USE ONLY</u>	
APPROVED AS TO LEGAL FORM:	
_____	City Attorney
_____	Date
RECOMMENDED FOR APPROVAL:	
_____	Department Head
_____	Date

Attachment: Consultant Agreement - Willdan (5935 : AUTHORIZATION TO AWARD AGREEMENTS TO ANSER ADVISORY MANAGEMENT, LLC

EXHIBIT A

CITY – REQUESTED SCOPE OF SERVICES

City of Moreno Valley



Request for Proposals **#2022-066**

Professional Consultant Services for Construction Inspection Services

July 28, 2022

Question Deadline:

August 15, 2022, 2:00 pm, PST

Proposal Due Date:

August 26, 2022, 2:00 pm, PST

Submit proposal online at:

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

Proposal Contact:

Purchasingdivision@moval.org

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Attachment: Consultant Agreement - Willdan (5935 : AUTHORIZATION TO AWARD AGREEMENTS TO ANSER ADVISORY MANAGEMENT, LLC

I. Invitation

You are hereby invited to submit a Proposal for Construction Inspection Services for the Land Development Division of the City of Moreno Valley. Interested parties may register and download copies of the Request for Proposals (RFP) via City's online vendor portal at:

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

Once the proposer downloads any documents relative to a solicitation, that proposer's name will appear on the Prospective Bidders List.

Proposals shall be submitted electronically (in PDF format) utilizing the above City's vendor portal.

NOTE: The proposer shall submit a separate electronic file for their technical proposal and a separate electronic file for cost proposal pricing.

The proposer is solely responsible for "on time" submission of their electronic proposal. The City will only consider proposals that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the Bid Management System indicating that bid was submitted successfully. Transmission of proposals by any other means will not be accepted. Proposer shall be solely responsible for informing itself with respect to the proper utilization of 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. Failure of the proposer to successfully submit an electronic proposal shall be at the proposer's 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 directly at (818) 992-1771. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the proposal submission deadline.

II. Tentative Schedule of Important Dates

This section provides a **tentative** schedule of the important milestone dates. Examine these dates carefully and plan accordingly. All times are **2:00 pm** unless stated otherwise

	DATE	EVENT
1	July 28, 2022	Request for Proposals (RFP) issue date
2	August 15, 2022	Questions deadline
	August 17, 2022	Final Addendum issued (if necessary)
3	August 26, 2022	Proposal due date
	September 1, 2022	Evaluation of proposals completed (estimated)
4	September 6, 2022	Selection of Consultant(s) & contract preparation (est.)
5	September 20, 2022	Contract Award by City Council (estimated)
6	October 1, 2022	Start of Service (estimated)

III. Scope of Services

The City of Moreno Valley seeks the submission of proposals to provide construction inspection services for the Land Development Division from any and all interested and qualified proposers. The Land Development Division (LDD) oversees the design review and construction of private development projects. Construction activities involve grading, erosion control, drainage and street improvements, traffic control, and water quality BMPs. Inspection shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations. This request is to extend the existing City staff inspection capacity in response to the increase in development activities in the City. The requested services will be on an as needed basis as determined by the City, and the expected number of hours needed are between 20 and 50 hours per week. It is the City's intent to award the top-rated firm a service contract which is through the end of Fiscal Year 2022/2023 and may be extended up to four years at the City's option.

The construction inspection services shall include but not be limited to the following tasks:

1. Familiarize and review construction drawings, specifications, estimates and related project documents.
2. Attend all meetings as required, including pre-construction meeting, progress meetings, and special meetings with any and all entities involved in the construction.
3. Be available to work overtime hours (night and weekend) if required.
4. Serve as an extension to city inspector staff to conduct overall inspection of the assigned projects and as City representative at construction site.
5. Provide inspection services continually throughout the construction life of the assigned projects to ensure compliance with applicable codes/regulations, construction drawings, specifications, traffic and erosion control/water quality plans, and quality control as required by the project documents.
6. Issue correction notices and notices of non-compliance to contractors as required.
7. Utilize the City's electronic Accela Civic Platform (ACP) for input inspection data, reports, results, updates, photos, and related support documents.
8. Be present on the construction site while construction activities are in progress. Inspector may slip time between separate construction headings. Should sick or vacation time be needed, Inspector and the consultant shall arrange for a qualified alternate to perform the work. A qualified alternate shall be included in the proposal.
9. Ensure stormwater WQMP, erosion control, and BMP's compliance.
10. Monitor traffic control compliance with approved traffic control plans, specifications, and permits and coordinate any adjustments as needed.
11. Develop "Punch List" and monitor corrections made.
12. Request and collect all applicable certifications of compliance from the engineers of record at the completion of various stages of construction.

A qualified Construction Inspector must have a minimum of five (5) years of previous experience with inspecting public works and development projects related to street, water, sewer, storm drain, and water quality construction, as well as experience with inspecting rough grading, final grading, traffic control, erosion control, construction staging, concrete work, roadway paving, and traffic striping and markings, and BMP's installation. The candidate must be familiar with the Standard Specifications for Public Works Construction (SSPWC "Greenbook"), Standard Plans for Public

Works, State of California Department of Transportation (Caltrans) Standard Plans, and the Caltrans Standard Specifications.

IV. Proposal Format

Proposals shall be submitted electronically (in PDF format) utilizing the above City's vendor portal. The proposer shall submit a separate electronic file for their technical proposal and a separate electric file for cost proposal pricing. **(Please ensure the cost proposal is submitted separately. The Cost Proposal Pricing will not be viewed until after consultant ranking is made and the top-ranked consultant is identified).**

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

A. Technical Proposal

Technical Proposal should include, but not be limited to, the following items:

1. Proposer's approach and understanding of all necessary tasks and steps involved for completing the required services.
2. A detailed scope of services to reflect the methods and procedures that the proposer intends to use to provide the required services. The scope of services outlined in this RFP is only provided as a guide and does not include all the tasks as required to complete the work.
3. List of staff member(s) who will provide the inspection services along with resume, certifications, and relevant experience. Please note that the City reserves the right to accept or reject any changes in the proposed staff member(s) during the term of the agreement.
4. List of similar projects or tasks performed by the proposed staff member(s).
5. Number of hours per week for each proposed staff that the firm can commit to provide the required services.
6. List of references.
7. Completed forms as required.

The following statements are required to be included in the proposal:

1. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this RFP 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 City of Moreno Valley.

3. A statement that the Consultant's Services to be provided, and fees, therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP. No exceptions shall be taken, or modifications made regarding the Agreement.
5. A statement of qualifications applicable to this project including the names, qualifications, and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. A statement that the Consultant acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the hourly rate fee as part of the Cost Proposal Pricing, and no additional compensation will be allowed therefor.
7. A statement that the Consultant acknowledges and understands that the Consultant will provide a qualified alternate inspector in the event of the primary inspector is not able to come to work.
8. A statement that all charges for Consultant services is based on an hourly rate fee as submitted with and made a part of said Consultant's Proposal up to a "Not-to-Exceed" fee.
9. 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.
10. A statement that said hourly rate schedule (which is to be included in the Cost Proposal Pricing as required below) is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
11. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
12. 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.
13. 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.

14. 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.
15. 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.
16. 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.
- B. **Cost Proposal (Will not be viewed until after consultant ranking is made and top-ranked consultant is identified.)**

The Consultant shall submit all pricing indicating the hourly rate fee for individual staff member(s) on "Exhibit A: Pricing" using the form provided.

Cost Proposal Pricing shall include the following items:

An hourly rate fee that includes all costs associated with the delivery of the required services. The fee estimate shall be based on the number of hours staff member(s) are required to perform the required services per week, which is between 20 to 50 hours, for the duration of the agreement to June 30, 2023.

Please ensure the cost proposal is submitted separately.

V. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

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

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

Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees' Retirement System (CalPERS) who receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services thereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules, or regulations.

VI. PAYMENT TO CONSULTANT AND INVOICING

- A. This work is to be performed for an hourly rate fee.
- B. The Consultant shall submit all pricing indicating the hourly rate fee for individual staff member(s) on "Exhibit A" using the form provided.
- C. Consultant invoices shall be submitted to the City monthly for review and approval for payments.
- D. Invoices shall identify job title, person-hours, and costs incurred by each staff member.
- E. The City will pay the Consultant for work hours completed for each month.
- F. Costs related to vehicle/transportation, mileage, printing, telephone, photograph, postage and delivery, equipment, tools, uniforms, all incidentals are not reimbursable and are to be included in the hourly rate fee.
- G. 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.
- H. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors, omissions, or oversight.

VII. INSURANCE

Refer to Exhibit E of the Sample Agreement (Attachment C) for insurance requirements.

VIII. INDEMNIFICATION

- A. The Consultant agrees to indemnify, defend, and save the City of Moreno Valley, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority

(MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, 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's, and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Consultant, its officers, agents, or employees (PCC 20103.6).

IX. 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.

X. INDEPENDENT CONTRACTOR

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

XI. CIVIL CODE SECTION 1542 WAIVER

Contractor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

XII. CALPERS RETIREE DISCLOSURE

Contractor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Contractor who are retirees under the California Public Employees' Retirement System (CalPERS) who receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules, or regulations.

XIII. CONTRACT

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

XIV. GENERAL CONDITIONS

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

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

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

XV. EVALUATION CRITERIA

- A. **The Firm's General Experience and Qualification Information** (20 points) – Information about the company 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 experience of key personnel, credentials and certifications, abilities, familiarity with state and federal procedures and applicable standards and specifications, 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 required services.
- C. **Understanding of Requested Service/Plans to Deliver Services** (20 points) – Understanding of the requested services and tasks, discussion of major issues identified on the project and how the Consultant team plans to address them; the methods and procedures to be used for providing the services; the management approach and organization necessary to complete the services; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of work.
- D. **Completeness, Thoroughness, and Neatness of Submittal** (10 points)
- E. **References** (10 points)

XVI. ATTACHMENTS

- A. Non-Collusion Affidavit
- B. Sample Invoice
- C. Sample Agreement

Exhibit A: Pricing

(Will not be viewed until after consultant ranking is made and top-ranked consultant is identified)

I. Hourly Rates***

A. Include titles and rates for all staff that could provide services under the contract.

	Title	Hourly Rate
1	Construction Inspector	\$
2		\$
3		\$
4		\$
5		\$
6		\$

*** Attach additional sheets as necessary.

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment B for the Sample Invoice. Invoice format must first be approved by City prior to the first invoice submittal. Invoices must be submitted on a monthly basis if services were performed during that period.
- B. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- C. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit A: Pricing.
- D. **Fixed Prices:** prices are fixed for each year of the agreement.
- E. **Cost Proposal Pricing:** The awarded Provider's Exhibit A: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

Attachment A: Non-Collusion Affidavit

Note: To be executed by Proposer and submitted with proposal.

State of _____
(the State of the place of business)

County of _____
(the County of the place of business)

_____, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is _____ of
(title of the person signing this form)

_____, the party making the foregoing bid
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said 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 said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his 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 in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: _____
(signature)

Printed Name: _____
(name of the person signing this form)

Title: _____
(title of the person signing this form)

Notary is required for this bid.

Attachment: Consultant Agreement - Willdan (5935 : AUTHORIZATION TO AWARD AGREEMENTS TO ANSER ADVISORY MANAGEMENT, LLC

Attachment B: Sample Invoice

Consultant Name/Address/Phone

City of Moreno Valley
Accounts Payable
P.O. Box 88005
Moreno Valley, CA 92552

Date: 10/15/22
Invoice No.: 12345

Public Works Department/Land Development Division – Construction Inspection Services

Purchase Order No.: _____

Billing Period: September 1, 2022 through September 30, 2022

<u>Description of Service Performed/Personnel*</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Construction Inspector John Smith	40.0	\$100.00	\$4,000.00

Total Invoice **\$4,000.00**

**See attached page with detail of specific dates/hours/work performed.*

Billings to date:	<u>Current</u>	<u>Prior</u>	<u>Total</u>
Total Billings	\$4,000.00	\$0.00	\$ 4,000.00
Budget Limit			\$200,000.00
Remaining			\$196,000.00

Attachment C: Sample Template of Agreement for Professional Consultant Services

(See PlanetBids Documents & Attachment Tab)

Attachment: Consultant Agreement - Willdan (5935 : AUTHORIZATION TO AWARD AGREEMENTS TO ANSER ADVISORY MANAGEMENT, LLC

EXHIBIT B
CONSULTANT'S PROPOSAL



CITY OF MORENO VALLEY
CALIFORNIA

**Proposal for Professional Consultant
Services for Construction Inspection
Services**

Request for Proposals #2022-066

Aug 26, 2022





August 26, 2022

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

**Subject: Proposal for Professional Consultant Services for Construction Inspection Services
Request for Proposals #2022-066**

The City of Moreno Valley is seeking qualified firms to provide on-call construction inspection services for the Land Development Division. Willdan Engineering offers over 58 years of experience providing similar services to California cities – including the City of Moreno Valley. Our extensive construction management expertise and experience makes us particularly strong to partner with City staff to complete improvement projects under this on-call contract. The advantages Willdan offers to the City include:

Strong Project Manager – Mr. Chris Baca, RCI, CESSWI is responsible for managing capital improvement and land development construction management and inspection projects for various agencies and municipalities throughout California. Mr. Baca has provided similar services to:

- City of Azusa
- City of Highland
- City of Pico Rivera
- City of Brea
- City of Long Beach
- City of Rialto
- City of Grand Terrace
- Cities of Palm Springs
- Long Beach Water

City of Moreno Valley Knowledge and Experience – Willdan has provided the following services to the City of Moreno Valley over the past 22 years:

- Construction Management
- Building and Safety Services
- Federal Compliance Services
- Construction Inspection
- Street Improvement Design
- Financial Consulting Services
- Materials Testing
- Traffic Signal Design
- Special District Services
- Traffic Engineering
- EIR Review
- Assessment District

Ability to Deliver Requested Services While Supporting City Goals – The City has a firm commitment to the ideal of a quality community. This ideal underpins the City's goal and objectives and requires a very high standard of integrity at all levels. From fiscal responsibility to responding to community concerns, the expectation is for excellence. Willdan is the right firm to help the City achieve these commitments and expectations as they are directly in line with our internal goals of providing the highest level of service to our clients. By combining depth of staffing, state-of-the-art technical resources, and local offices rooted in communities, Willdan has earned a reputation as an exceptional problem solver and client advocate with a business model focused on our clients' best interests.

City of Moreno Valley
 August 26, 2022
 Page 2

Staffing Resources – Our bench of licensed and technical experts consists of specialists in construction management, construction observation, water resources, highway and roadway engineering, drainage and flood control, structural engineering, traffic and transportation engineering, geotechnical engineering and materials testing/inspection, municipal engineering, landscape architecture, environmental planning, building safety, urban and regional planning, and other technical fields. The breadth and diversity of the firm's expertise means our construction management experts can draw upon the considerable experience of the firm – maximizing efficiency, productivity, and quality in meeting project schedules and budgets. A pool of additional resident engineers, construction managers, construction inspectors, and geotechnical inspectors and testers can provide back-up support, if necessary. Other services such as federal invoicing and labor compliance can be provided with in-house staffing resources.

We appreciate this opportunity to submit our proposal and look forward to continuing our long-standing partnership with City of Moreno Valley staff and fulfilling the City's goals and visions for their construction projects. If there are any questions regarding this submittal, please contact our proposed Project Manager Mr. Chris Baca, RCI, CESSWI. He can be reached by mail at Willdan Engineering, 650 East Hospitality Lane, Suite 400, San Bernardino, CA 92408, by cell phone at (310) 502-6335, or by email at cbaca@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING



Chris Baca, RCI, CESSWI
 Director of Construction Management and Inspection Services

Comprehensive. Innovative. Trusted.



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1. Project Approach and Understanding

Firm Profile

Willdan Engineering (Willdan), a California corporation founded in 1964, is a subsidiary of Willdan Group, Inc., a publicly traded Delaware corporation. Services are provided to nationwide clientele through three firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – offering a portfolio of diversified strengths. Throughout our history, Willdan Engineering has served as a full-service, multi-disciplinary firm specializing in municipal engineering, planning, construction management and inspection, and building safety services along with a full complement of support disciplines. Willdan infuses a corporate culture of *Customer-First* throughout our entire staffing resources and all services provided to our clients.

Construction Management and Inspection Services

Willdan provides expertise in all areas of project and construction management, construction administration, construction inspection, inspection of land development projects, grant funding administration and compliance, labor compliance, and community relations. We specialize in partnering with clients to maintain good community relations with residents and businesses affected by construction. Willdan's corporate philosophy emphasizes strong leadership, cost effectiveness, timely performance, and consistent reciprocal communication with clients and affected stakeholders.

Our resident engineers, construction managers, and construction land development inspectors offer reliable service, quality workmanship, use of good judgment, fair and equitable treatment, and adherence to our corporate integrity. These experienced team members identify and correct discrepancies, ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that might generate misinterpretation and/or lead to agency and contractor disagreements. Our professionals are adept at anticipating issues before they arise through continual review of project plans, specifications, contractors' schedules, and contract documents. Potential problems are brought to the attention of the City's Project Manager and/or the contractor, along with constructive recommendations for solutions, so costly delays and negative impacts to the public and the project are avoided.

Project Understanding

The City of Moreno Valley is seeking qualified firms to provide on-call construction inspection services for the Land Development Division. Construction inspection include grading, erosion control, drainage and street improvements, traffic control, and water quality BMPs. Inspection shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations. Through Willdan's long history of providing these identical services to cities and counties throughout California, we have ascertained that success working under this type of contract is dependent upon understanding a variety of elements such as:

- Short project durations and minimal lead times for assignments may be required

On-Call Experience Key Advantages

- Willdan's history of working with on-call contracts has well prepared our staff to respond to all requests for services in a positive, efficient manner
- Delivers the combination of experienced, hands-on skills and perspective that ensures the City receives high-quality service at reasonable and competitive cost
- Assures that, in selecting Willdan, clients benefit from the expertise, experience, and professionalism needed to be successful in delivering high-quality projects and services on time and within budget



- Flexibility in service assignments, understanding work to date, and coordinating completion of project tasks already started by agency staff is crucial
- Staff availability to work assignments as they develop is critical to moving projects forward
- Efficient use of resources is important for project assignments that are relatively small
- Consistent, organized project management is vital due to the potentially large numbers of projects that may be in process
- Regular attention to quality assurance and control is particularly important as short-term projects may limit the number of interim review steps often associated with a project-specific contract

At any given time, Willdan has over 200 on-call contracts where project assignments are issued by the public agency on an as-needed basis. The project scopes, schedules, and costs are negotiated and agreed upon prior to project award. Every month, Willdan reports the progress performance of each project. These project assignments range from small local sidewalk improvements to large arterial and land development improvements, grade separations, and pedestrian bridges. The scope of services requested vary from project to project and can include any combination of construction management, construction inspection, labor compliance, materials testing, utility and outside agency coordination, and project closeout.

Project Management Goals

Willdan has had two primary objectives since our inception in 1964:

- Ensuring the success of our clients
- Enhancing their communities

Working steadily toward these goals we gained a notable reputation for project understanding, technical excellence, cost effectiveness, and client responsiveness. It is these attributes that our construction management and inspection team bring to each project. To these goals, we add individual project-oriented goals that include:

- Ensuring Project Success – Provide City and contractor with constant feedback affecting project
- Community Enhancement – Monitor project for conformance to City's high standards
- Impeccable Recordkeeping – Maintain construction files pursuant to City, Willdan, and Caltrans Resident Engineering Manual
- Rigorous Budget Control – Provide weekly budgets updates to City Project Manager
- Maintain Schedule – Provide weekly schedule updates and ensure contractor complies with project schedule requirements
- Resident and Business Satisfaction – Provide periodic updates to businesses and residents affected by the project, ensure project is well maintained and project traffic controls are installed per project plans, MUTCD, and City requirements



Project Approach

Willdan's approach to construction management starts with assigning the construction manager, and the project inspector. Our management team will work closely with the City's Project Manager to assign the most qualified individual to each project. To achieve the aforementioned goals Willdan's approach to inspection and management of the City's construction projects includes:

- Thorough review of project specifications and plans
- Initial set-up of project-specific construction management files
- Identify and address key project issues prior to start of construction
- Agree on project-specific quality assurance program
- Arrange preconstruction meeting and process RFIs and submittals
- Maintain detailed project records and provide weekly/monthly reports
- Arrange weekly project meetings to review and address project issues
- Provide qualified inspectors to closely monitor contractor's work and progress
- Provide detailed inspection reports of developer/contractor's daily activities
- Respond to resident and business complaints and questions
- Provide final project close-out documents conforming to City, Willdan, and other concerned parties

Methodology

Through continuous review of project plans, specifications, contractor's schedule, and other contract documents, Willdan's construction management and inspection team strives to anticipate or diminish potential conflicts/issues at the lowest level before they rise to urgency. Our team is adept at:

- Anticipating job site conflicts/issues
- Calling job site conflicts/issues to the City's Project Manager's and/or contractor's attention
- Offering constructive recommendations and achieving cooperation from the contractor
- Dealing with issues in a professional, straightforward fashion

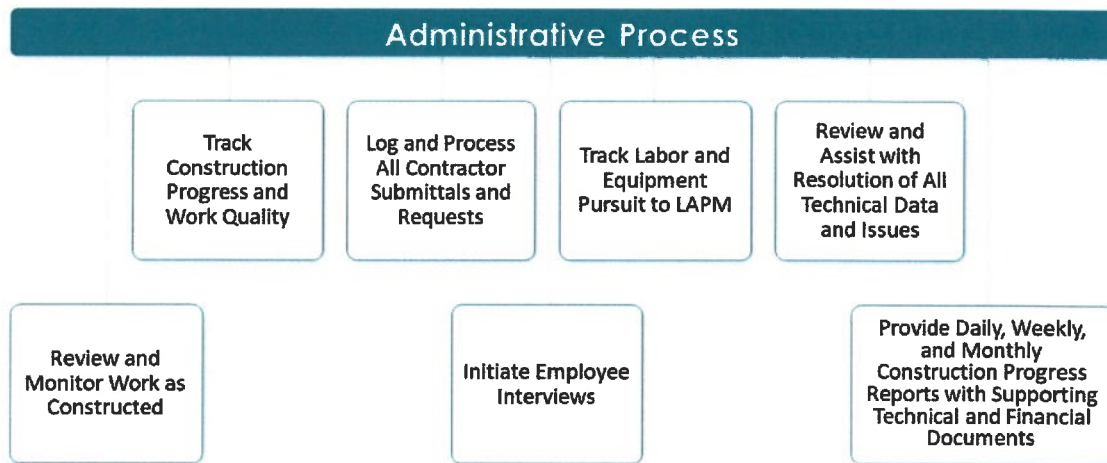
There are many routine aspects that are common to the way every construction project is performed in terms of construction administration and inspection of development and permitted projects as outlined in our scope and in the diagram below.

However, there are some very important areas, also mentioned in our scope of work, that require special attention and are not part of the routine process. These are:

Extensive Expertise

- Willdan adopted Caltrans' Construction Manual and Bridge Construction Records and Procedures Manual, Volumes 1 and 2, as our standard procedures over 30 years ago.
- Our construction management and inspection staff offer long-term expertise with:
 - ✓ Caltrans Local Assistance Procedure Manual (LAPM)
 - ✓ Caltrans Local Assistance Program Guidelines (LAPG)
 - ✓ Caltrans Standard Plans and Specifications
 - ✓ Greenbook Standard Plans and Specifications





- Institution of standard procedures for project records and inspection processes conforming to the highest standards is necessary to have effective mitigation of future maintenance issues and claims avoidance.
- Schedule and cost management are priority areas for Willdan's inspection team. Our team provides weekly and monthly reports detailing costs to date and projected final cost estimates.
- A project-specific quality assurance program is essential on complex projects to maintain orderly, cost-effective, and comprehensive materials quality control.
- Thorough and timely documentation of change order circumstances is crucial both to minimize unresolved claims and provide properly for City approval of change order funding. Also, value engineering is required for lump-sum change orders. All these procedures are standard practice for Willdan construction engineers and inspectors.
- A routine system of supervision of field personnel has been implemented to provide consistent quality control of field operations. Our inspection supervisors routinely cycle around to all projects and review the project files of the inspectors. The inspectors are required to inform and consult with their supervisor and our construction engineering staff.
- It is always of paramount importance to be cognizant of public relations. All Willdan's inspectors understand this concept and are fully aware of this concept. This awareness is incorporated into their day-to-day inspection services.
- As part of Willdan's standard policy, the construction phase is always considered a team effort with communication a top priority between the inspection staff, contractor, City staff, and survey crew. It is the responsibility of the inspector to facilitate open lines of communication at all times, including bringing team members together at appropriate points during construction.

Key/Critical Issue Identification

Our approach to issue resolution is to:

- Obtain and document the facts surrounding the issue
- Ensure all requirements of the applicable permit are met prior to acceptance by the City
- Develop reasonable solutions in conjunction with the contractor and City's Project Manager
- Respond quickly and effectively so that job progress and quality do not suffer

Through close communication with the City's project staff, timely corrective action is taken to alleviate potential adverse impacts of work progress, costly change orders, and construction claims.



2. Scope of Services

Construction Management Work Plan

One of the keys to avoiding construction issues is to begin with a well-defined work plan. Willdan will provide a construction management work plan for each of the City's CIP and land development projects to provide for any scope required – from simple inspection to complete program and construction management, including design team oversight and management; general contractor's contract administration; project scheduling, budget, and controls; building and public works inspections; and materials testing compliance.



As part of our project-specific quality assurance program, upon receipt of an assignment or task order, our Project Manager will prepare a work plan that fully addresses staffing and assignments, scope of work, deliverables, budget, and project schedule. The work plan will provide definitive direction to the project team as agreed to by the City. At a minimum, the plan will address project team meetings, effective communication mediums, and scheduled quality control processes. Our management staff will prepare a detailed check list for each large development project and will maintain a comprehensive file that include required material testing reports, daily logs, BMP/QSP documents, photos of the work, required survey reports, required submittals, material tickets, record drawings, and other appurtenant work.

The work plan incorporates our standard procedures for document control and recordkeeping. Our staff is well aware of construction field issues – such as traffic control, testing procedures, public safety, and contractor relations – that may affect a project. Our staff knows the importance of accurate documentation to ensure the City's liability is protected. Applying a uniform standard of excellence is the only way to ensure documents are written and filed appropriately for effective claims avoidance and/or mitigation and resolution.

Willdan's team will review all work as it is constructed and all supporting documentation establishing the technical adequacy of construction, schedule of implementation, and cost of implementation. Willdan will track the progress of construction, submittals, reviews, and resolution of all technical data and issues. Willdan will report to the City on the progress of construction and all technical and economic parameters of the project.

Specific time-tested procedures and general overall effective and proactive coordination and communication lead to a highly successful project. These are the areas of focus for the Construction Manager and Inspector. Willdan ensures our standard procedures are followed and our policies implemented by providing in-house seminars to review and instill important procedural guidelines, such as traffic control and safety, pavement structural section construction procedures, change order procedures, claims avoidance and documentation, and materials control.

Willdan normally prepares progress reports based upon weekly meetings with the contractor to discuss recent progress, material submittals, planned progress, scheduling, special problems, change orders, unresolved old business, and other relevant matters. Each of these items becomes a primary heading for the meeting minutes along with identification of any new business. The minutes are prepared in such a way that they serve as a complete project status report and as the agenda for the next meeting – covering all items and providing continuity so no items are left unresolved.



To facilitate coordinating reviewing, tracking, and reporting, Willdan has chosen basic, user-friendly software – rather than sophisticated software that many municipalities do not possess – to assist with construction management reporting. Willdan's team utilizes the Microsoft Office suite of software. All daily reports, meeting minutes, and correspondence are generated as Word documents. All cost estimates, punch lists, and any other spreadsheet type of document will be generated as Excel documents. All tracked data such as RFIs, submittals, NCRs, change orders, etc., require development of logs using Access software.

Typical Scope of Work

Presented below is Willdan's typical project scope of work. Because our standard procedures already incorporate Caltrans standards and manuals, our typical work plan is fully compliant with requirements for federally-funded projects without any adjustment to our normal construction management and inspection processes.

Preconstruction Services

Constructability Review

1. Conduct thorough review of construction plans and permits and check of construction phasing.
2. Prepare list incorporating items of concern such as difficulties completing any construction element, conflicts between elements or environment, elements of construction that could be substituted with more efficient materials and methods, or elements of construction that are not appropriately compensated by bid schedule and include potential recommended corrections.
3. Review documentation for compliance with stakeholder agencies' requirements for traffic control plans, construction scheduling and sequencing, and permitting. Verify that each identified item of concern is interpreted properly.
4. Prepare report of findings and outline recommendations to reconcile issues discovered and generally to expedite project.

Construction Services

Construction Management

1. Assist City with public awareness and information programs – including answering public's questions about project – to keep residents and stakeholders informed on project status along with traffic circulation impacts.
2. Prepare construction file – a copy of Willdan's file checklist can be provided upon request.
3. Ensure contractor/permittee distributes any required public construction notices and places construction and information signs.
4. Prepare special concerns to be presented at preconstruction conference.
5. Conduct preconstruction meeting, prepare meeting minutes, and distribute to attendees.
6. Review contractor's/permittee safety program in consultation with City staff.
7. Confirm contractor's SWPPP plan meets QSD/QSP requirements, and all storm water permits are in place.
8. Document contractor's 20-day notices, mechanic's liens, and stop notices.
9. Assume responsibility for coordination with inspection staff and City staff.
10. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
11. Coordinate contractor's field work with utility companies and other agencies.



12. Prepare weekly statement of working days and submit to contractor and City.
13. Establish and conduct weekly construction progress meetings to:
 - Resolve all old business issues to maximum extent possible
 - Address all items of new business as presented by any party
 - Review project schedule and address any deviations
 - Review submittal log in terms of items needed and resubmittals required and review RFI and CCO logs
 - List status of construction items recently undertaken or ongoing
 - List planned construction items for next two weeks (two-week look ahead schedule)
 - Review SWPPP issues
 - Review contractor's safety program

A sample of Willdan's weekly meeting minutes can be provided upon request.

14. Prepare minutes for weekly construction progress meeting.
15. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
16. Evaluate and respond to contractor's requests for clarification of plans and specifications.
17. Ensure all questions, conflicts, and issues are immediately brought to City's attention and addressed with appropriate directives to contractor.
18. Conduct special site meetings, when necessary, with contractor and City staff to review job progress, scheduling, and coordination.
19. Perform quantity, time, and cost analyses required for negotiation of contract changes.
20. Negotiate and prepare change orders, including memorandum of explanation and cost estimates, to substantiate change order and send to City for review.
21. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
22. Maintain all data for change orders and record information with regard to time of dispute, time of notification by contractor, and action taken by inspector.
23. Monitor materials documentation and testing results and enforce corrections.
24. Review for approval contractor's progress payment requests; negotiate differences over amount with contractor; and process payments through City's Project Manager.
25. Monitor preparation of punch list at substantial completion and follow up.
26. Routinely review construction files to ensure conformance to City standards and good construction management practices.
27. Ensure City receives as-built set of drawings at completion.
28. Assist City with stop notices and release of retention.
29. Finalize and deliver all construction files and supplies to City for their records.

Construction Inspection

1. Review plans, specifications, and all other contract- and construction-related documents.
2. Conduct field investigation to become familiar with existing facilities and project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Verify that contractor conforms to design survey line and grades.
5. Attend weekly progress meetings with construction manager, City, contractor, and subcontractors.



6. Provide full-time and as-needed construction inspection, including night inspection, of work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered.
7. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor activities, it is contractor's sole responsibility to provide workers with safe working environment.
8. Assist City's labor compliance manager with federally-compliant labor and equipment reports and labor classification interviews (when applicable).
9. Monitor compliance with Clean Air Act and Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor contractor's compliance with approved SWPPP.
10. Meet with contractor at beginning of each day and review proposed work plan, including specific details that may affect progress.
11. Conduct daily measurements of quantities of work with contractor.
12. Review actual contractor performance throughout day and discuss discrepancies as they occur.
13. Assist in coordination of engineering support, surveying, special inspections, and field work by utilities.
14. Ensure compliance of Underground Service Alert notification/delineation.
15. Evaluate contractor's operation and production with respect to quality and progress and report to construction manager.
16. Photograph continuous property frontages along street alignment once prior to construction and once immediately following construction. Maintain photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
17. Closely monitor testing results and require contractor to provide corrective measures to achieve compliance.
18. Maintain copies of all permits needed to construct project and enforce special requirements of each.
19. Prepare and maintain detailed daily diary inspector reports on construction progress.
20. Prepare clear and concise letters and memoranda, as needed. Establish solid paper trail.
21. Maintain field file bound workbooks during construction, including cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
22. Analyze delays and review claims on timely basis; make recommendations to construction manager.
23. Assist with review and evaluation of change order work.
24. Provide complete measurements and calculations documented to administer progress payments.
25. Maintain and submit red-lined set of plans for as-built corrections on record drawings to be filed with City. (City's design consultant will transfer contractor's record drawings to original Mylar drawings.)
26. Prepare punch list at substantial completion and follow up with contractor on correction progress.
27. Schedule final inspection with City and applicable agencies; prepare, distribute, and inspect corrections to final punch list for completion; and recommend final acceptance.
28. Upon project completion, provide finished set of project workbooks to City.



Approach to Contractor and Project Controls

City Liability Mitigation



Our staff understands the importance of accurate documentation and filing to ensure that the City's liability is protected. Applying a uniform standard of excellence is the only way to ensure that documents are written and filed adequately for effective claims avoidance and/or mitigation and resolution.

To maintain quality, provide proper quality control, and mitigate the City's potential liability, our inspection staff is provided with detailed check sheets for CIP and land development projects covering a myriad of inspections, including – but not limited to – slurry seal, ARHM overlay, asphalt overlay, traffic signal, storm drain, sewer, water, and other appurtenant work.

Traffic and Safety



Willdan's in-house seminars include WATCH Manual and MUTCD compliance; storm water abatement and QSP/QSD training; materials testing and placement; and mass grading. Our inspectors are fully knowledgeable in the latest regulations for WATCH Manual, California OSHA, and MUTCD.

Our construction managers and inspectors have the authority and capability to quickly identify any flaws in the contractor's traffic control and safety plans and meet with the contractor to rectify the issue with agreed-upon solutions that meet standards while avoiding delays.

Contractor Compliance



Our inspection staff has extensive experience with a variety of public works projects and our staff has a clear understanding of the issues surrounding inspection of the work. For example, when constructing sidewalks and ADA-compliant ramps, our inspector will ensure adequate subgrade compaction has been achieved. Inspectors will monitor the work for conformance with the plans, specifications, and ADA requirements. The concrete ticket will be checked to ensure materials match the approved mix design. A smart level will be used to check forms and the contractor will not be allowed to place concrete until the inspector is assured the work meets all City and other applicable standards.

Willdan's inspectors will monitor the contractor's operations for conformance with City compaction standards by working with the material testing lab and will not accept any trench backfill or al-low any pavement repair until proper compaction is verified by the lab. Also, the inspector will verify the base and asphalt mix design meets City standards.

For asphalt overlay and other asphalt-related activities, Willdan's inspectors will meet with the contractor prior to asphalt placement to ensure the asphalt mix design has been approved by the City, review traffic control plan and planned haul routes, measure the street section and provide the City's Project Manager with an estimate for the work, monitor cold milling and other preparatory work for conformance with the plans and specifications, monitor paving to ensure minimum compaction requirements are being met, monitor traffic control during the entire operation and report deficiencies to the City's Project Manager, work with the material testing lab to monitor the asphalt plant, and ensure adequate temporary traffic control is installed.

After paving has been completed, our inspector will monitor installation of the final striping. The final striping should be installed within the time specified in the project specifications. The contractor will be required to cat-track all areas that are to receive



striping and our inspector will work with the City's Traffic Engineer or designated representative to monitor the final installation for conformance with applicable City standards and plans.

Project-Specific Quality Assurance Plan



The critical component to successful project management is to identify those elements essential to providing the client with a project the community can embrace with pride. Willdan fosters a belief that each project has its own unique characteristics, and client satisfaction and goal achievement will not benefit from a one-approach-fits-all project philosophy. With this in mind, our project teams are trained to think outside the box and seek out the most practical, cost-

effective methods to achieve the improvements envisioned by our clients. Each project awarded under our on-call contracts benefits through our added-value services wherein a quality assurance project plan is developed and incorporates project-specific management techniques, a cost-effective scope of work, efficient use of staffing resources, adherence to the overall construction schedule and project budget, and quality assurance processes.

Willdan's Construction Managers will prepare project-specific quality assurance plans for each project awarded/assigned under the on-call contract and oversee their implementation and use throughout the term of the individual projects. The basic goal of the quality assurance plan is to provide quality work delivered on time and within budget. It is a primary tool of the project effort with periodic team meetings to:

- Address contractor coordination issues
- Identify key dates to maintain the project schedule
- Investigate constructability
- Discuss construction sequencing
- Track progress

This project-specific plan will include, at a minimum, the project description and objectives; re-quired services; project organization; construction schedule; standards of practice; project procedures; procedures for preparing calculations, drawings, and reports; and procedures for logging, disseminating, and filing correspondence, meeting minutes, and other project documentation.

A detailed matrix will be generated from the correlation of the required documents and permits summarizing in detail the testing and frequency required for materials entering the project. All Willdan team members will be fully cognizant of the materials testing matrix – leaving no room for error. As a secondary benefit, decisions regarding testing will be formulated before construction/development begins.

Project-Budget



For CIP Projects, construction costs are proactively managed and tracked against available budgets by our Construction Managers. This starts with an initial quantity takeoff from the construction plans, serving as an independent audit of the project quantities as they correlate to the bid schedule quantities. Early identification of potential quantity busts and continual monitoring of quantities throughout construction is key to maintaining cost with established budgets. Identifying potential quantity is-sues prior to the start of construction allows the City more flexibility to make cost-saving decisions that may assist in the diminution of change orders. Our team creates and maintains change order logs and final cost projection spreadsheets



on a weekly basis to document and track all quantity adjustments, approved change orders, pending change orders, and potential change orders. The City’s Project Manager is kept abreast of the budget status throughout construction so adjustments to the project scope or requests for additional funding can be made to stay within the allowable contingencies. Willdan’s team focuses on quickly processing RFIs and change order re-quests and providing direction to the contractor to avoid costly delays.

Project Schedule



The contractor’s critical path method baseline schedule will be reviewed and accepted prior to issuance of a notice to proceed. The schedule will identify major items of work and will be the vehicle for monitoring, controlling, and tracking project progress. The schedule will be required to be updated monthly or whenever a change order is approved by the City and must be submitted with each pay application. This allows our construction managers to anticipate and forecast potential is-sues and develop an advanced strategy to proactively mitigate problems before they impact the schedule. In instances where schedule delays are expected to occur, due to weather, approval requirements or information from an outside agency, material shortages, or other unanticipated factors, the City Project Manager will be immediately notified of the potential project delay. Strategies will be developed and implemented to resolve project challenges and expedite the approval of the affected projects. Mr. Baca will monitor all progress on a weekly basis.



3. Staff Members

Project Management Team

Mr. Chris Baca, RCI, CESSWI - Willdan’s Director of Construction Management and Inspection Services – will serve as Project Manager. Mr. Baca is responsible for directing and monitoring public works inspection services and overseeing construction inspection personnel. His experience includes construction management of capital improvement projects in areas of water systems, street improvements, park improvements, storm drains, sanitary sewers, asphalt resurfacing (including asphalt-rubber products), concrete paving, landscaped medians, and traffic signals. Mr. Baca is familiar with the inspection and contract administration of other federally funded projects in accordance with Caltrans Local Assistance Procedures Manual.

Mr. Michael Bustos, PE, ENV SP – Willdan's Deputy Director of Construction Management and Inspection Services Group – will serve as Resident Engineer. Mr. Bustos offers over 22 years of expertise and experience as a design and construction management professional. He is a California-licensed civil engineer and an experienced Resident Engineer and Construction Manager. Mr. Bustos has served as construction manager or resident engineer for over 125 public works projects for various agencies throughout California with projects totaling over \$200 million in construction costs. Through the unique experience viewpoint of serving as a design engineer, project engineer, project manager, resident engineer, and construction manager, Mr. Bustos has developed an expertise in public infrastructure planning, design, award, funding, and construction; understands the varying un-knowns project construction can present; and tackles those unknowns by working with contractors, City staff, and other stakeholders to resolve the challenges presented.

Mr. Jason Brown, RCI – Willdan’s Construction Manager and Supervising Public Works Observer – will serve as Supervising Inspector. Mr. Brown’s duties include the inspection and management of large-scale public works improvement projects. His experience includes the construction administration and inspection of subdivisions, traffic signals, storm drains, sanitary sewers, ARHM overlay, conventional asphalt overlays, and street beautification projects. In addition, Mr. Brown has experience with specially funded projects, such as ISTEAs and CDBG. During Mr. Brown’s 31 years of experience with Willdan, he has served as a Permit Inspector for the Cities of Paramount, Bell Gardens, and Rosemead.

Support Team

The team identified to the right will provide inspection support to our Project Manager and key team members identified above in support of the services outlined in the City's Request for Proposals. These team members offer long histories working in their respective disciplines and are ready and available to support the City's needed services.

Comprehensive resumes detailing our team member’s relevant project qualifications are provided in Appendix B of this submittal.

Team Member	Project Role	Experience
Joe Putrino	Public Works Inspectors	42 Years
Cris Valenzuela	Public Works Inspectors	17 Years
Victor Ayala	Public Works Inspectors	45 Years
Barry Knutson	Public Works Inspectors	35 Years
Paul Merrill	Public Works Inspectors	11 Years
Glenn Stanley	Public Works Inspectors	23 Years
Chad Meelker	Public Works Inspectors	19 Years
John Crowe	Public Works Inspectors	24 Years
Manny Trujillo	Public Works Inspectors	31 Years
Raj Gupta	Public Works Inspectors	36 Years
Mike Corral	Public Works Inspectors	22 Years



4. Similar Projects

City of Moreno Valley Experience

Willdan has provided the following services to the City of Moreno Valley over the past 22 years:

- Building and Safety Services
- Construction Management
- Construction Inspection
- Materials Testing
- Pavement Management Services
- Traffic Engineering
- Transportation Engineering
- Street Improvement Design
- Traffic Signal Design
- Signal Improvements
- EIR Review
- Planning Services
- Civil Engineering Services
- Federal Compliance Services
- Financial Consulting Services
- Special District Services
- Assessment District

Relevant Project Experience

Given our long history of providing a full suite of city engineering, public works, and financial services to a multitude of clients, the following matrix shows a list of public agencies that we have provided construction engineering services to for the past five years. This list of clients is just a small excerpt of our growing list of clients. Due to Willdan’s commitment to meeting and regularly exceeding client expectations, we have served many cities and counties for decades.

Client	On-Call Services	Construction Management	Construction Inspection	Utility Coordination	Labor Compliance
City of Brea		■	■	■	■
City of Elk Grove	■	■	■	■	■
City of Desert Hot Springs	■		■		
City of Grand Terrace	■		■		
City of Highland	■	■	■	■	■
City of Inglewood	■	■	■	■	■
City of La Puente	■	■	■	■	■
City of Lakewood	■	■	■	■	■
City of Los Alamitos	■	■	■	■	■
City of Long Beach	■	■	■	■	■
City of Newport Beach	■		■		
City of Norco	■	■	■	■	■
City of Palm Springs	■	■	■	■	■
City of Pico Rivera		■	■	■	■
City of Pomona	■	■	■	■	■
City of Rancho Cucamonga	■	■	■	■	■
City of Rialto	■	■	■	■	■
City of Redlands	■		■		
City of Ridgecrest	■	■	■	■	■
City of Rolling Hills Estates	■	■	■	■	■
City of South Gate	■	■	■	■	■
City of South Pasadena	■	■	■	■	■
City of Westlake Village	■	■	■	■	■
City of Yorba Linda	■	■	■	■	■



Willdan has chosen the following representative clients/projects that exemplify our expertise successfully delivering the requested services.

On-Call Public Works and Land Development Inspection Services

City of Long Beach

Willdan is providing on-call public works inspection for various CIP and permitted projects throughout the City of Long Beach. Willdan has maintained a continuous presence in the City since 2004. Willdan is responsible for inspecting and observing curb, gutter, sidewalk, storm drain, traffic signal and sewer system installations, asphalt over-lays, grading, and other related work. Field files are maintained in accordance with Caltrans standards; Willdan provided labor compliance and coordinated all material testing.

Services Provided

- Construction Management
- Construction Inspection
- Materials Testing
- Labor compliance
- Permit Technician
- Public Outreach
- Deputy Special Inspections

Staff Involved

- Chris Baca, Project Manager
- Glenn Stanley, Public Works Inspector
- Danny Ayala – Inspection
- Homer Flewellen – Inspection
- Robert Solis – Inspection

On-Call Construction Management Services

City of Norco

Willdan is providing on-call public works inspection for various projects throughout the City of Norco.

Services Provided

- Land Development and General Permit Inspection
- CIP Public Works Inspection
- Building and Safety

Staff Involved

- Chris Baca, Project Manager
- Jason Brown, Construction Manager
- Mike Corral, Soils Testing/Inspector
- Chad Meelker, Public Works Inspector
- Joe Putrino, Public Works Inspector

On-Call Public Works and Construction Management Services

City of Redlands

Willdan is providing public works inspection and construction management services for various projects located throughout the City.

Services Provided

- Land Development Inspection
- CIP Inspection

Staff Involved

- Chris Baca, Project Manager
- Mike Corral, Soils Testing/Inspector
- John Crowe, Public Works Observer
- Chad Meelker, Public Works Observer
- Paul Merrill, Public Works Observer
- Joe Putrino, Public Works Observer



On-Call Construction Management and Public Works and Permit Inspection Services

City of Brea

Willdan is responsible for inspecting and observing curb, gutter, sidewalk, storm drain, traffic signal and water system installations, asphalt overlays, street improvements, park improvements, and other related work.

Services Provided

- Construction Management
- Construction Inspection
- Labor Compliance
- Materials Testing
- QSP/QSD

Staff Involved

- Michael Bustos, Construction Manager
- Chad Meelker, Public Works Observer
- Jason Brown, Construction Manager
- John Crowe, Public Works Observer
- Chris Baca, Project Manager
- Mike Corral, Soils Testing/Inspector
- Victor Ayala, Public Works Observer

On-Call Construction Management and Inspection Services

City of Rancho Cucamonga

Willdan is providing construction management and inspection services for the City of Rancho Cucamonga. A few of the projects are:

- Crest Road at Whitley
- Robert Ryan Park Construction
- Arterial Street Resurfacing
- Hawthorne Boulevard at PVDW Landscape

Services Provided

- Construction Management
- Material Testing
- CIP & Permit Inspection

Staff Involved

- Chris Baca, Project Manager
- Jason Brown, Construction Manager
- Victor Ayala, Public Works Observer
- Mike Corral, Soils Testing/Inspector
- Raj Gupta, Public Works Observer

On-Call Construction Management and Inspection Services

City of Newport Beach

Willdan is providing construction management and inspection on various permitted and capital improvement projects throughout the City.

Services Provided

- Land Development Inspection
- CIP Inspection

Staff Involved

- Chris Baca
- John Crowe
- Mike Paieri



5. Staff Availability

Willdan's team members offer long histories working in their respective disciplines and are ready and available to support the City's needed services.

Team Member	Role	Weekly Hours Available
Chris Baca, RCI, CESSWI	Project Manager	15
Michael Bustos, PE, ENV SP	Resident Engineer	15
Jason Brown, RCI	Supervising Inspector	20
Joe Putrino	Public Works Inspector	40
Cris Valenzuela	Public Works Inspector	40
Victor Ayala	Public Works Inspector	40
Barry Knutson	Public Works Inspector	40
Paul Merrill	Public Works Inspector	40
Glenn Stanley	Public Works Inspector	40
Chad Meelker	Public Works Inspector	40
John Crowe	Public Works Inspector	40
Manny Trujillo	Public Works Inspector	40
Raj Gupta	Public Works Inspector	40
Mike Corral	Public Works Inspector	40



6. References

The following references are for the similar services presented in the City's RFP. Willdan has an excellent track record of completing projects on time and within budget. Our clients are our best references. We encourage the City of Moreno Valley to contact them.

City of Norco

2870 Clark Avenue
Norco, CA 92860

Chad Blais

Director of Public Works
(951) 270-5678

City of Brea

One Civic Center Circle
Brea, CA 92821

Raymond Contreras

Assistant City Engineer
(562) 570-6383

City of Long Beach

333 West Ocean Boulevard
Long Beach, CA 92802

Eric Lopez

Director of Public Works
(562) 570-6383

Vahik Vartanians

Senior Project Manager
(562) 570-6383

City of Redlands

35 Cajon Street, Suite 15A
Redlands CA 923723

Kyle Wagner

Construction Manager
(909) 798-7584 Ext. 5

City of Rancho Cucamonga

10500 Civic Center Drive
Rancho Cucamonga, CA 91730

Romeo David

Associate Engineer
(909) 774-4070

City of Newport Beach

100 Civic Center Drive
Newport Beach, CA 92660

Robert Silva

Construction Inspector Supervisor
(949) 270-8131



7. Required Forms

The following page contains the completed Attachment A: Non-Collusion Affidavit.



Attachment A: Non-Collusion Affidavit

RFP 2022-066 for Professional Services for Construction Inspection Services

July 2022

Attachment A: Non-Collusion Affidavit

Note: To be executed by Proposer and submitted with proposal.

State of California (the State of the place of business)

County of Los Angeles (the County of the place of business)

Vanessa Muñoz, PE, TE, PTOE (name of the person signing this form), being first duly sworn, deposes and

says that he/she is President, Director of Engineering (title of the person signing this form) of

Willdan Engineering (name of bidding company), the party making the foregoing bid

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said 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 said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his 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 in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: [Signature] (signature)

Printed Name: Vanessa Muñoz, PE, TE, PTOE (name of the person signing this form)

Title: President, Director of Engineering (title of the person signing this form)

Notary is required for this bid.

See attached certificate



CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer(s), not Notary)

~~_____

 _____~~

~~Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)~~

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 Orange

Subscribed and sworn to (or affirmed) before me
 on this 18th day of August, 2022
 by Vanessa Ochoa Munoz
 (1) _____
 (and (2) N/A),
 Name(s) of Signer(s)



Place Notary Seal and/or Stamp Above

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
 Signature Janine Sevensing Notary Public
 Signature of Notary Public

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 Attachment A: Non-Collusion Affidavit
 Document Date: July 2022 Number of Pages: 1
 Signer(s) Other Than Named Above: N/A

©2017 National Notary Association



Appendix A – Required Statements

1. Willdan understands that the RFP will be incorporated in its entirety as a part of Willdan's proposal.
2. Willdan understands that this RFP and Willdan's proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Willdan and the City of Moreno Valley.
3. Willdan's services to be provided, and fees, therefore, will be in accordance with the City's RFP except as otherwise specified in Willdan's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. Willdan has reviewed the City's Request for Proposal and Sample Template of Agreement for Professional Consultant Services and shall meet these requirements with no exceptions or modifications.
5. Willdan has provided a statement of qualifications applicable to this project including the names, qualifications, and proposed duties of Willdan'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 Willdan's staff should become unavailable, Willdan may substitute other staff of at least equal competence only after prior written approval by the City.
6. Willdan acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the hourly rate fee as part of the Cost Proposal Pricing, and no additional compensation will be allowed therefor.
7. Willdan acknowledges and understands that the Consultant will provide a qualified alternate inspector in the event of the primary inspector is not able to come to work.
8. All charges for Willdan's services are based on an hourly rate fee as submitted with and made a part of said Consultant's Proposal up to a "Not-to-Exceed" fee.
9. Willdan will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
10. Willdan's hourly rate schedule (which is included in the Cost Proposal Pricing as required) is part of Willdan's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
11. Willdan will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
12. 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.
13. Willdan will 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.



14. Willdan 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 Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
15. Willdan will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
16. Willdan 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.



Appendix B – Resumes and Certifications

The following pages contain Willdan’s team resumes and certifications.



Christopher D. Baca, RCI, CESSWI

Project Manager

Profile Summary

Education:	<ul style="list-style-type: none"> ▪ BS, Public Administration, California State University, Fullerton ▪ Public Works Inspection, California State University, Los Angeles Extension ▪ Asphalt Paving, Contract Administration and Change Orders for Federally Funded Projects Seminars ▪ Inspection Principles, Public Contact, Slurry Seal, and Traffic Signal Inspection and Design Seminars
Registration/ Certification:	<ul style="list-style-type: none"> ▪ Registered Construction Inspector, Division IV, Public Works, California No. 4161 ▪ Registered Construction Inspector, Division I, Engineering, California No. 5161 ▪ Certified Erosion, Sediment and Storm Water Inspector, EnviroCert International, Inc. No. 2957
Experience:	36 Years

Mr. Chris Baca is responsible for directing and monitoring public works inspection services and overseeing construction inspection personnel. His experience includes construction management of capital improvement projects in areas of water systems, street improvements, park improvements, storm drains, sanitary sewers, asphalt resurfacing (including asphalt-rubber products), concrete paving, landscaped medians, and traffic signals. Mr. Baca is familiar with the inspection and contract administration of other federally funded projects in accordance with Caltrans Local Assistance Procedures Manual. Prior to joining Willdan, Mr. Baca worked for a soils engineering firm conducting field inspections and performing laboratory testing.

Relevant Project Experience

On-Call Public Works and Land Development Inspection Services, City of Long Beach, CA. Project Manager. Willdan is providing on-call public works inspection for various CIP and permitted projects throughout the City of Long Beach. Willdan has maintained a continuous presence in the City since 2004. Willdan is responsible for inspecting and observing curb, gutter, sidewalk, storm drain, traffic signal and sewer system installations, asphalt over-lays, grading, and other related work. Field files are maintained in accordance with Caltrans standards; Willdan provided labor compliance and coordinated all material testing.

On-Call Construction Management Services, City of Norco, CA. Project Manager. Willdan is providing on-call public works inspection for various projects throughout the City of Norco.

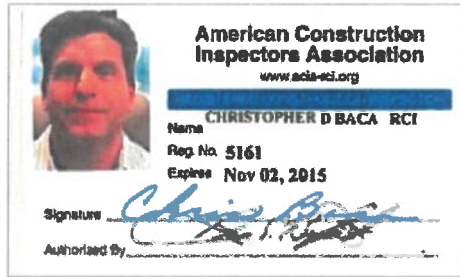
On-Call Public Works and Construction Management Services, City of Redlands, CA. Project Manager. Willdan is providing public works inspection and construction management services for various projects located throughout the City.

On-Call Construction Management and Public Works and Permit Inspection Services, City of Brea, CA. Project Manager. Willdan is responsible for inspecting and observing curb, gutter, sidewalk, storm drain, traffic signal and water system installations, asphalt overlays, street improvements, park improvements, and other related work.

On-Call Construction Management and Inspection Services, City of Rancho Cucamonga, CA. Project Manager. Willdan is providing construction management and inspection services for the City of Rancho Cucamonga. A few of the projects are Crest Road at Whitley, Robert Ryan Park Construction, Arterial Street Resurfacing, and Hawthorne Boulevard at PVDW Landscape

On-Call Construction Management and Inspection Services, City of Newport Beach, CA. Project Manager. Willdan is providing construction management and inspection on various permitted and capital improvement projects throughout the City.





(New card pending and will provide once received by organization)



Michael D. Bustos, PE, ENV SP

Resident Engineer

Profile Summary

Education:	<ul style="list-style-type: none"> ▪ BS, Civil Engineering (Magna Cum Laude), California Polytechnic State University, San Luis Obispo ▪ Caltrans Resident Engineer Academy
Registration/ Certification:	<ul style="list-style-type: none"> ▪ Civil Engineer, California No. 73173 ▪ Envision Sustainability Professional, Institute for Sustainable Infrastructure No. 2696
Experience:	22 Years

Mr. Mike Bustos is responsible for construction management, analysis, and design of roadway reconstruction, drainage improvement, pipeline, pavement rehabilitation, street improvement, traffic signal, landscaping and irrigation, and grading projects. He has served as construction manager or resident engineer for over 125 public works projects. He has gained valuable experience in on-site construction management, off-site construction administration, inspection, design, and constructability review.

Relevant Project Experience

On-Call Construction Management and Public Works and Permit Inspection Services, City of Brea, CA. Construction Manager. Willdan is responsible for inspecting and observing curb, gutter, sidewalk, storm drain, traffic signal and water system installations, asphalt overlays, street improvements, park improvements, and other related work.

On-Call Construction Management, Construction Inspection, and Materials Testing Services, City of Rialto, CA. Contract Manager/Resident Engineer responsible for overall contract management, scheduling, and oversight of construction management, inspection, materials testing, and other as-needed construction services for the City's on-call services contract.

Bastanchury Road Widening, City of Yorba Linda, CA. Project Manager/Resident Engineer responsible for overseeing construction, labor compliance, materials testing, public works observation, and contract administration for the roadway widening. The project involved construction of new drainage improvements, sidewalk, curb/gutter, asphalt overlay, street reconstruction, and other appurtenant work.

Rio Vista Park, City of Fillmore, CA. Construction Manager responsible administering the construction contracts on behalf of the City and ensuring the constructed improvements are consistent with the City's standards, approved plans, and expectations, including weekly construction meetings, oversight of inspection, and processing all submittals, RFIs, and plan revisions on behalf of the City. Improvements for this developer-built and City-maintained park encompass picnic trellises, maintenance and restroom buildings, rubber-surfaced tot and toddler lots with shade structures, perimeter iron fencing, decorative handrails, outdoor basketball court, fitness area, soccer fields, detention basins, parking lot paver entryway, and landscaping and irrigation. Willdan's inspector assisted with system operation turnover by providing the City's maintenance contractor with O&M manuals, spare parts, controller charts, and irrigation as-builts. Landscaping improvements involved hydroseeding, sod, trees, shrubs, and mulch with recycled water irrigation controlled by four automatic controllers.

Annual Street Resurfacing, City of Westlake Village, CA. Construction Manager responsible administering the construction contracts on behalf of the City and ensuring the constructed improvements are consistent with the City's standards, approved plans, and expectations, including weekly construction meetings, oversight of inspection, and processing all submittals, RFIs, change orders, and progress payments on behalf of the City. Since 2011, each fiscal year's project typically



includes some combination of cold milling, AC dig-outs, AC and ARHM overlay, crack sealing, RAP slurry seal, utility adjustments, pavement delineation, traffic detector loops, and other related improvements.

Firestone Boulevard and Paramount Boulevard Intersection Improvements, City of Downey, CA.

Project Manager responsible for overseeing construction management and inspection for street widening improvements valued at \$1.6 million. The general nature of the work encompassed raised medians; new curb, gutter, and sidewalk driveway approaches; drainage improvements; water system improvements; traffic signal replacement; landscaping and irrigation; ARHM paving; utility adjustments; and striping.

Imperial Highway Improvements, City of Inglewood, CA. Project Manager responsible for overseeing construction, labor compliance, materials testing, public works observation, and contract administration for the street improvements. The project involved cold milling existing AC pavement, tire rubber modified asphalt concrete overlay, remove and replace driveway approach, sidewalks, curb and gutter, alley and intersection ADA-compliant curb ramps, AC pavement, PCC pavement, PCC bus pads, signing and striping, traffic signal modifications, and other related work.

Palos Verdes Drive North/Rolling Hills Road Traffic Signal Modifications, City of Rolling Hills Estates, CA. Construction Manager responsible for overall construction management and inspection for traffic signal modifications at the intersection of Palos Verdes Drive North and Rolling Hills Road. The project encompassed modifications to match existing decorative poles, modified foundations for the poles, and procuring long-lead-time equipment.

Intermodal Transit Facility, City of Inglewood, CA. Resident Engineer responsible for serving as the City's representative and overall construction, inspection, and quality control oversight for the transportation connector center. Construction of the 3.8-acre regional transit hub improvements encompassed Portland cement concrete driveways, sidewalks, curbs, gutters, and foundations; utility raising/relocating; parking lot/street lighting; security, electrical, low-voltage, storm water, and storm drain systems; ADA-compliant upgrades; bollards; and all necessary improvements.

New Bus Maintenance Garage and Corporate Yard Site Improvements, City of Ridgecrest, CA. Project Manager/Resident Engineer responsible for serving as the City's representative providing overall project management and oversight of construction management and inspection services and contractor construction, inspection, and quality control activities for the garage and yard site improvements. The garage improvements encompassed a 6,000-square-foot, pre-engineered metal building – a \$950,000 design/bid/build for onsite utilities, site paving, security, and site access and a \$2-million design/build for the bus garage structure and carport. Willdan provided design and bidding assistance for the project.

Ridgecrest Senior Center Tenant Improvements, City of Ridgecrest, CA. Project Manager/Resident Engineer responsible for serving as the City's representative providing overall project management and oversight of construction management and inspection services and contractor construction, inspection, and quality control activities for the center renovation. The improvement involved asbestos-abatement, tile flooring, carpeting, acoustical ceiling tiles, water heater, ADA-compliant restroom remodels; kitchen remodel; plumbing fixtures, and miscellaneous drywall repair and painting. Willdan also provided design and bidding assistance.

Westlake Village Community Park, City of Westlake Village, CA. Construction Manager responsible administering the construction contracts on behalf of the City and ensuring the constructed improvements are consistent with the City's standards, approved plans, and expectations, including weekly construction meetings, oversight of inspection, and processing all submittals, RFIs, change orders, and progress payments on behalf of the City. Improvements for this multi-phased 20-acre park



and YMCA facility encompassed mass grading, drainage, onsite utility installations, three booster pump stations enclosed within new buildings, two concessions/restroom buildings, retaining walls, access roads, skate park, playground and fitness areas, beach volleyball courts, baseball and soccer fields, and a 10,000 square foot YMCA building. Phase 2B involved split rail fencing, entry monument sign, trash receptacles, drinking fountains, benches, DG trail, tot lot rubber surfacing and play equipment, fitness area rubber surfacing and exercise equipment, sidewalks, seat walls, mow curbs, directional signage, trees, tree grates, shrubs, vines, groundcover, mulch, hydroseeding, and an automatic irrigation system.



BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS


LICENSING DETAILS FOR: 73173

NAME: BUSTOS, MICHAEL DENNIS
LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR

ISSUANCE DATE
JULY 31, 2008

EXPIRATION DATE
DECEMBER 31, 2022

CURRENT DATE / TIME
AUGUST 22, 2022
4:4:51 PM



ENVISION

MICHAEL BUSTOS


ENVISION SUSTAINABILITY PROFESSIONAL

Has received the Envision Sustainability Professional credential upon successful completion of the requisite training and exam.

Apr 06, 2013
Issued On

Dec 30, 2022
Valid Through

Anthony O. Kane
Anthony O. Kane, President and CEO
Institute for Sustainable Infrastructure

 Institute for Sustainable Infrastructure

#2696



Jason Brown, RCI

Supervising Inspector

Profile Summary

Education:	▪ Public Works Inspection, Fullerton Community College
Registration/ Certification:	▪ Construction Inspector, California No. 5510 ▪ Caltrans Resident Engineer Academy
Experience:	31 Years

Mr. Jason Brown serves as both a Construction Manager and Supervising Public Works Observer for Willdan; his duties include the inspection and management of large-scale public works improvement projects. His experience includes the construction administration and inspection of subdivisions, traffic signals, storm drains, sanitary sewers, ARHM overlay, conventional asphalt overlays, and street beautification projects. In addition, Mr. Brown has experience with specially funded projects, such as ISTEAs and CDBG. During Mr. Brown's 31 years of experience with Willdan, he has served as a Permit Inspector for the Cities of Paramount, Bell Gardens, and Rosemead.

Relevant Project Experience

On-Call Construction Management Services, City of Norco, CA. Construction Manager. Willdan is providing on-call public works inspection for various projects throughout the City of Norco.

On-Call Construction Management and Public Works and Permit Inspection Services, City of Brea, CA. Construction Manager. Willdan is responsible for inspecting and observing curb, gutter, sidewalk, storm drain, traffic signal and water system installations, asphalt overlays, street improvements, park improvements, and other related work.

On-Call Construction Management and Inspection Services, City of Rancho Cucamonga, CA. Construction Manager. Willdan is providing construction management and inspection services for the City of Rancho Cucamonga. A few of the projects are Crest Road at Whitley, Robert Ryan Park Construction, Arterial Street Resurfacing, and Hawthorne Boulevard at PVDW Landscape

Cedar Avenue Safe Routes to School Improvements, City of Rialto, CA. Construction Manager responsible for contract administration and inspection scheduling for the safety improvements. The safety projects encompassed extensive street improvements, including construction of sidewalk curb, gutter, and driveway installations; signage and utility relocations; and other related improvements.

Mid-Year Curb, Gutter, and Sidewalk Improvements –Zones 1, 2, and 3, City of Rialto, CA. Public Works Observer serving as the City's representative and overseeing construction and inspection for the improvements. The project entailed removing and replacing damaged sidewalk, curb, gutter, cross gutter, and driveways and other PCC improvements.

Annual Street Overlay, Project No. 180804, City of Rialto, CA. Public Works Observer responsible for inspection of street improvements. The project included full street reconstruction, cold milling, crack sealing, ARHM overlay, PCC repairs, ADA ramps, drainage improvements, traffic detector loops, traffic marking, and other related improvements.

Resource Center Plan, CB1605, City of Rialto, CA. Construction Manager responsible for contract administration and inspection scheduling for the site improvements. The project involved ADA accessible pedestrian entrance ramps, ADA path of travel, and adjacent parking lot improvements at the Resource Center.



Anderson Park, Rialto City Park, and Frisbee Park Improvements, City of Rialto, CA. Construction Manager responsible for contract administration and inspection scheduling to demolish multiple buildings at Anderson, Rialto City, and Frisbee Parks and construct new pre-fabricated concessions and restroom buildings at each park. The general nature of the work encompassed clearing, grubbing, tree removals, concrete flatwork, new on-site domestic water system, new on-site septic system, multiple building demolitions and removals, complete coordination, site preparation, utility hookups for prefabricated concessions and restroom buildings (separate buildings), walkway modifications and installations, concrete plazas surrounding the structures, and lighting installations.

Annual Street Overlay Project FY 2016-2017, City Project No. 170804 City of Rialto, CA. Public Works Observer responsible for inspection of the slurry seal improvements. The project involved asphalt overlay to various streets throughout the City.

Walmart Outbuilding, City of Rialto, CA. Construction Inspector responsible for performing inspection for the commercial improvements. The project involved constructing parking lot and street improvements for the shopping center.

Citywide Water Improvements, City of Downey, CA. Construction Manager responsible for contract administration and inspection scheduling for the water improvements. The project involved t new potable water ductile iron pipe, gate valve, tees bend, thrust block and appurtenant fitting installations; fire hydrant assemblies; and water service line, meter, and box installations; and other related improvements.

On-Call Construction Inspection Services, City of South Pasadena, CA. Construction Manager/Inspector responsible for providing on-call services for citywide improvements.

Paramount Boulevard Water Improvements, City of Downey, CA. Public Works Observer responsible for inspection of the water improvements. The project entails installing new potable water ductile iron pipe, gate valves, tees, bends, thrust blocks and fitting, new fire hydrant assemblies, water service lines, meters and boxes, and other related work.

On-Call Construction Inspection Services, City of La Puente, CA. Construction Manager/Inspector responsible for providing on-call services for citywide improvements.

Imperial Highway Improvements, City of Inglewood, CA. Public Works Observer responsible for inspection of approximately 1.5 miles of arterial roadway improvements between Prairie View and Van Ness Avenue. The project improvements consist of traffic signal modifications at four major intersections; fiber optic conduit and cable; AC pavement cold milling; rubberized asphalt concrete overlay installation; driveway approach, sidewalk, curb, and gutter removal and replacement; ADA compliant curb ramp installations; PCC bus pads; signing and striping; and other related improvements.

Third Street Construction Management and Inspection, City of Davis, CA. Public Works Observer responsible for inspection of improvements along Third Street between A Street and B Street. The improvements involved demolition, grading, temporary walkways, tree removal and tree protection, concrete flatwork, truncated domes, geogrid, filter fabric, stone base, permeable and non-permeable pavers, storm drainage system, utility services and adjustments, signage striping and pavement markers, posting kiosk, bike counter and detection loops, bike racks, bollards, street furniture, street lighting, signal modifications, and other related improvements.



Joseph Putrino

Public Works Inspector

Profile Summary

Education:	<ul style="list-style-type: none"> ▪ College of the Desert, Palm Desert ▪ Uniform Building Code, Fire Code, and ADA Codes, Bergen Community College ▪ Construction Management, Architectural Drafting, and Blueprint Reading Courses
Registration/ Certification:	<ul style="list-style-type: none"> ▪ Certified Building Inspector, International Code Council ▪ Certified Plumbing Inspector, International Code Council ▪ Certified Mechanical Inspector, International Code Council ▪ Contractor License Class A, No. 636747
Experience:	42 Years

Mr. Joe Putrino is experienced in all aspects of public works construction projects. He possesses extensive experience with estimating project costs, progress schedules, bid preparation, and complete project administration.

Relevant Project Experience

On-Call Construction Management Services, City of Norco, CA. Public Works Observer. Willdan is providing on-call public works inspection for various projects throughout the City of Norco.

On-Call Public Works and Construction Management Services, City of Redlands, CA. Public Works Observer. Willdan is providing public works inspection and construction management services for various projects located throughout the City.

Zone 4 Street Rehabilitation, City of Highland, CA Construction Manager responsible for overall construction management. Project improvements encompassed pavement grind and overlay, cold central plant recycling, grading, compacting, striping, and signage.

Community Resource Center, City of Rialto, CA. Public Works Inspector responsible for inspection of constructed improvements for the center facility. Project improvements encompassed ADA-compliant pedestrian entrance ramps and travel paths along with adjacent parking lot improvements.

Annual Street Overlay Improvements, City of Rialto, CA. Public Works Observer serving as the City's representative and overseeing construction and inspection for the improvements. The project encompassed asphalt overlay to various streets throughout the city.

Annual CDBG Curb, Gutter, and Sidewalk Improvements, City of Rialto, CA. Public Works Observer serving as the City's representative and overseeing construction and inspection for the improvements. The project involved constructing miscellaneous PCC improvements such as curb, gutter, driveways, sidewalk, and ADA ramps, and other related improvements.

Mid-Year Curb, Gutter, and Sidewalk Improvements –Zone 3, City of Rialto, CA. Public Works Observer serving as the City's representative and overseeing construction and inspection for the improvements. The project entailed removing and replacing damaged sidewalk, curb, gutter, cross gutter, and driveways and other PCC improvements.

Walmart Outbuilding, City of Rialto, CA. Construction Inspector responsible for performing inspection for the commercial improvements. The project involved constructing parking lot and street improvements for the shopping center.

Citywide Pavement Rehabilitation, City of Palm Springs, CA. Public Works Observer serving as the City's representative and overseeing construction and inspection for the improvements. This \$5.5 million project involved cold milling, pulverization, asphalt overlay, traffic marking, ADA-compliant ramps, and other relevant work for approximately 75 street segments throughout the city.



Police Department Remodel, City of Palm Springs, CA. Assistant Project Manager/Resident Inspector responsible for assisting with overall project management and all inspections for the remodel. The remodeling improvements upgraded the training center, lobby, records area, detective bureau, and men's and women's locker rooms. Building infrastructure and amenity improvements encompassed fire line, sprinkler, and alarm systems; domestic water lines; miscellaneous concrete work; carpeting, flooring, and tile; doors and windows; drywall and framing; plumbing fixtures; cabinets and countertops; audio/video equipment; and lighting fixtures.

Police Department Remodel, City of Palm Springs, CA. Assistant Project Manager/Resident Inspector responsible for assisting with overall project management and all inspections for the remodel. The remodeling improvements upgraded the training center, lobby, records area, detective bureau, and men's and women's locker rooms. Building infrastructure and amenity improvements encompassed fire line, sprinkler, and alarm systems; domestic water lines; miscellaneous concrete work; carpeting, flooring, and tile; doors and windows; drywall and framing; plumbing fixtures; cabinets and countertops; audio/video equipment; and lighting fixtures.

Fire Station No. 4 Remodel and Expansion, City of Palm Springs, CA. Construction Manager/Inspector responsible for serving as the City's representative and overseeing construction and inspection for the remodel and expansion. The 2,280-square-foot, state-of-the-art improvements updated the station facilities to meet modern fire service demands to better serve the community. The new design addressed separate sleeping quarters, decontamination areas, and general ADA compliance issues. The \$5.2 million construction project was partially funded through Measure J.

Police Substation, City of Palm Springs, CA. Assistant Project Manager/Resident Inspector responsible for performing assisting with project management and performing all inspections for the substation facility. The improvements encompassed a new City park with a 2,000-square-foot Police Department substation, interactive water feature, sewer and water lines, SCE primary and secondary power lines, decorative metal work, event stage and canopy, decorative shotcrete and concrete work, precast seat walls, roofing, carpeting, flooring, tile, doors and windows, framing and drywall, rough and finish plumbing, casework and countertops, HVAC systems, rough and finish electrical, electrical and HVAC control systems, public restrooms, parking structure structural upgrades, ADA improvements, landscaping, and landscape lighting improvements.

San Bernardino Indian Health Center, City of Grand Terrace, CA. Construction Inspector responsible for performing inspection for the health facility. The project involved new on- and off-site improvements, new curb and gutter, rough and finish grading for the parking lot, drainage structures, asphalt repair, and other relevant improvements.

Taco Bell, City of Grand Terrace, CA. Resident Inspector responsible for performing inspection for the commercial site. The project included complete building inspection and inspection of site improvements including concrete, work, utilities, ADA improvements and street improvements

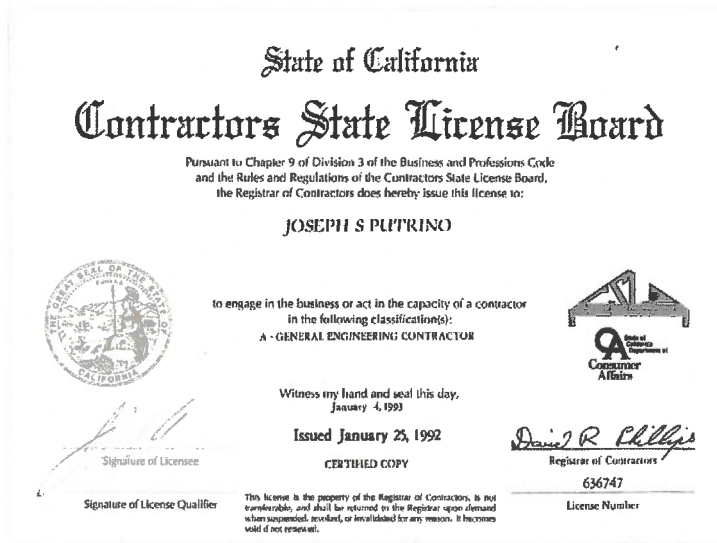
Morongo Casino Travel Center, Morongo Band of Mission Indians, Cabazon, CA. Resident Public Works Inspector responsible for performing site improvement inspections involving site grading, structural installations, water and sewer lines, SCE primary and secondary power lines, storm drain systems, concrete work, and AC paving.

Soboba Casino, Soboba Band of Luiseño Indians, San Jacinto, CA. Resident Public Works Inspector responsible for performing site improvement inspections encompassing site grading, structural installations, water and sewer lines, SCE primary and secondary power lines, storm drain systems, concrete, and AC paving.





Certified under this name	City	State	Certificates
Joseph Putrino	Yuca Valley	CA	Building Inspector (expires 06/07/2024) Plumbing Inspector UPC (expires 06/07/2024) Mechanical Inspector UMC (expires 06/07/2024)



Cris Valenzuela

Public Works Inspector

Profile Summary

Experience: 17 Years

Mr. Cris Valenzuela is a Willdan Engineering Public Works Inspector with 17 years' experience. He has inspected, coordinated, and supervised various pipeline projects involving waterline and water system improvements. He has experience with replacing pipe, trenching, paving, concrete work. He has experience with scheduling, cost estimation, material orders and change orders. Mr. Valenzuela displays strong leadership and decision-making qualities.

Relevant Project Experience

CIP 19-03, City of Downey, CA. Public Works Observer. Willdan is providing construction inspection services for the Water System Improvement project.

CIP 21-15 5th Street, City of Downey, CA. Public Works Observer. Willdan is providing public works inspection and material testing services for the Project. The Project includes the repair to various portions of the existing water line in 5th Street.

STR 20003, City of Highland, CA. Public Works Observer. Willdan provided the services of a qualified construction engineering consultant to provide construction management and inspection services for the Sector E Pavement Rehabilitation Project, City Project No. str20003. This project involves pavement rehabilitation including pavement grading, cold central plant recycling, pavement removal and replacement, and asphalt rubber overlay. The scope of work includes minor removal and replacement of damaged concrete sidewalk, curb and gutter, and gross gutter; grinding raised sidewalk panels; slurry seal, crack repair, crack seal; adjusting valve covers to final grade, protection of manholes; and installation of striping and markings.

On-Call Construction Management Services, City of Santa Ana, CA. Public Works Observer. Willdan is providing construction management and public works inspection for various projects throughout the City.

CM/Insp Zone 4, City of Highland, CA. Public Works Observer. Willdan provided the services of a qualified construction engineering consultant to provide construction management and inspection services for the Sector E Pavement Rehabilitation Project, City Project No. str20001. This project involved pavement rehabilitation including pavement grading, cold central plant recycling, pavement removal and replacement, and asphalt rubber overlay. The scope of work included minor removal and replacement of damaged concrete sidewalk, curb and gutter, and gross gutter; grinding raised sidewalk panels; slurry seal, crack repair, crack seal; adjusting valve covers to final grade, protection of manholes; and installation of striping and markings.

Olympic Boulevard Water, City of Santa Monica, CA. Public Works Observer. Willdan is providing construction management and inspection services for two City projects being constructed under one construction contract. The Water Transmission Main Project includes installation of approximate 7,000 LF of new 16" DIP water transmission main in both the City of Santa Monica and the City of Los Angeles, complete with interconnections, valves, air vacs, blowoffs, and all other apparatus to provide an operable pressurized water system, as well as abandonment and/or removal of interfering water main piping. The Well Equipping Project includes construction of three (3) groundwater well projects, two for extraction only (Wells SM-8 and SM-9) and one for injection and extraction (Well SM-10i). Each well site includes equipping with well pedestal, discharge piping, waste line piping, valves, and appurtenances,



well disinfections systems, architectural façade wall including gabion wall, laser cut wall panels, and swing gates, and support infrastructure such as minor grading and sitework, permeable pavers, crushed rock, driveways, electrical and controls, fiber optic, and minor offsite piping.

Street Lighting Ins, City of Lynwood, CA. Public Works Observer. Willdan provided construction inspection services.

Annual Wastewater Man Replacement Project (SP2563), City of Santa Monica, CA. Public Works Observer. The FY 19/20 Annual Wastewater Main Replacement Project (SP2611) consists of installation of approximately 4,000 linear feet of 8" PVC SDR-26 pipe and 170 linear feet of 12" PVC SDR-26 pipe wastewater mains, removal and disposal of 1,677 linear feet of existing 6", 8" or 10" VCP sewer pipe and VCP sewer pipe with rib-loc lining. Install 6", 8", and 10" CIPP Lining, rehabilitate existing manholes and bases, connect existing service laterals to new sewer main, construct 24-inch and 48-inch diameter maintenance holes. The construction cost of this project is estimated at \$3.45 million with a construction duration of 10 months. The Non-Potable Water Main Expansion Project (SP2563) consists of installation of approximately 3,180 linear feet of 12" AWWA C909 PC 235 PVCO water main, and appurtenances. The construction cost of this portion of the project was estimated at \$1.67 million with a construction duration of 6 months."



Victor Ayala

Public Works Inspector

Profile Summary

Education:	<ul style="list-style-type: none"> ▪ Certificate, Fiber Optic Theory, Air Quality Management District ▪ Certificate, Professional Development, Asphalt Institute
Registration/ Certification:	<ul style="list-style-type: none"> ▪ Contractor, California No. C-10
Experience:	45 Years

Mr. Victor Ayala will be responsible for providing the public works observation services outlined in the Work Plan subsection of this proposal. His experience includes over 40 years of public works construction experience – specializing in traffic signal and fiber optic inspections. Mr. Ayala's extensive experience includes electrical inspections of developer/public works improvement projects, including installations and modifications for traffic signals, controllers, fiber optics, streetlights, and irrigation systems. In addition, he has wide-ranging expertise with civil improvement projects, including road reconstruction/rehabilitation inspections involving asphalt-rubber hot-mix overlays, conventional asphalt overlays, sidewalks, curbs and gutters, curb ramps and driveways, grading, paving, storm drains, sanitary sewers, and beautification with raised landscape medians and decorative parkway renovations. He is a licensed C-10 electrical contractor and is certified by the Air Quality Management District for fiber optic theory.

Mr. Ayala’s involvement with numerous street rehabilitation projects provides him with the necessary tools and experience to effectively communicate and address the concerns of the public during construction.

Relevant Project Experience

On-Call Construction Management and Inspection Services, City of Rancho Cucamonga, CA. Public Works Observer. Willdan is providing construction management and inspection services for the City of Rancho Cucamonga. A few of the projects are Crest Road at Whitley, Robert Ryan Park Construction, Arterial Street Resurfacing, and Hawthorne Boulevard at PVDW Landscape

On-Call Construction Management and Public Works and Permit Inspection Services, City of Brea, CA. Public Works Observer. Willdan is responsible for inspecting and observing curb, gutter, sidewalk, storm drain, traffic signal and water system installations, asphalt overlays, street improvements, park improvements, and other related work.

On-Call Engineering Services, City of Paramount, CA. Public Works Observer. Willdan is providing general engineering services to the City of Paramount.

Florence Avenue, City of Bell, CA. Public Works Observer. Willdan is providing project management, contract administration, construction observation, engineering support, utility coordination, material testing, and labor compliance services for the street and sewer improvements on Florence Avenue.

ITS Gap Closure, City of Inglewood, CA. Public Works Observer. Willdan is providing construction management and inspection services for the ITS Gap Closure project.

La Brea/Hardy Traffic Signal, City of Inglewood, CA. Public Works Observer. Willdan is providing construction management and inspection services for the traffic signal project as Le Bre3a/Hardy.

Foothill Boulevard, City of La Canada Flintridge, CA. Public Works Observer. Willdan provided preconstruction services that included construction and post construction. This 100 working day project consists of the construction of approximately a half mile Class I bicycle and pedestrian path, and two



miles of Class II bike lane and bicycle amenities; raised medians; a bus stop; cold milling existing pavement and re-paving with Asphalt Rubber Hot Mix (ARHM); removal and installation of traffic striping and raised pavement marking; replacement of curb and gutter and other drainage improvements; traffic signal improvements to include new equipment, bicycle signal detection, and bicycle/pedestrian push buttons; street lighting; illuminated street name sign; and streetscape beautification with narrowed travel lanes to enhance bike and pedestrian mobility and safety."

Street Improvement Project, City of Hawaiian Gardens, CA. Public Works Observer. Willdan is providing contract administration, construction observation, labor compliance, utility coordination, and material testing services for the various street improvements project (CDBG Project No. 602086-19).

Avion Signal, City of Burbank, CA. Public Works Observer. Willdan provided public works inspection and Construction Management services for the City' 19-20 Traffic Signal Project. The project included traffic signal modifications at the intersections of Church and Terra Vista Parkway; White Oak Avenue and Arrow Route; Red Oak Avenue and Arrow Route; White Oak and Arrow Route; fiber optic installation along Haven (Fourth Street to Civic Center, and traffic installation at Sixth Street and Hellman. In addition, the Project included various PCC improvements, asphalt repairs, and other appurtenant work.

Talaria Signal, City of Burbank, CA. Public Works Observer. The project included the installation, and modification, to the traffic signals servicing the new Talaria Apartment Project.



Barry Knutson

Public Works Inspector

Profile Summary	
Education:	<ul style="list-style-type: none"> ▪ Construction Estimating, Electrical House Wiring, Heat Vent A/C Systems, Fullerton College, Fullerton ▪ Graduate, Carpenter’s Union Apprenticeship School Local 1815
Registration/ Certification:	<ul style="list-style-type: none"> ▪ General Contractor, California No. B-1
Experience:	35 Years

Mr. Barry Knutson possesses experience working as a carpenter’s apprentice, journeyman carpenter, carpenter foreman, estimator, assistant superintendent, superintendent, and purchasing agent. As a Senior Construction Administrator on large-scale capital improvement projects, he has managed and inspected construction projects throughout the County of Los Angeles for the past 12 years.

Relevant Project Experience

On-Call Construction Management Services, City of Norco, CA. Public Works Observer. Willdan is providing on-call public works inspection for various projects throughout the City of Norco. Mr. Knutson’s duties include the inspection of large development projects and various permitted projects throughout the City.

On-Call Construction Management and Inspection Services, City of Rancho Cucamonga, CA. Public Works Inspector. Willdan is providing construction management and inspection services for the City of Rancho Cucamonga. A few of the projects are Crest Road at Whitley, Robert Ryan Park Construction, Arterial Street Resurfacing, and Hawthorne Boulevard at PVDW Landscape

North Hills Water Main Replacement, City of Brea, CA. Public Works Observer. This Project consists of the construction of the Brea Water Main Replacement North Hills West and East Tract Project located in the City of Brea, State of California, and generally includes furnishing and installing new 8”, 10”, 12”, and 18” diameter PVC (C900), Class 235 domestic water pipes, DIP Class 52 gate valves and fittings, meters, copper services and appurtenances, new fire hydrants, blow-off hydrants, 2” air release assemblies, removing existing and installing new pressure reducing valve assemblies with vaults, connections to existing water lines, pressure testing & disinfection, trenching, trench resurfacing, and abandonment of existing waterlines, mains and appurtenances, cold milling existing pavement, asphalt concrete (AC) overlay pavement, sawcut, removal and disposal of existing roadway and miscellaneous PCC improvements, AC slot paving, localized roadway digouts, new PCC curb & gutter, sidewalk and ADA ramps, utility potholing and verification, manhole and utility adjustments to grade, polymer modified slurry seal Type II, potholing existing utilities, and traffic striping, .

Burke Park Improvements, City of Lynwood, CA. Public Works Observer. Willdan provided construction management and inspection services for the City's playground improvement project. The project included the installation of crushed aggregate base, installation of a new irrigation system, landscaping, shade structure, trash receptacles, PCC improvements, ADA compliant ramps, and other appurtenant work.

Cedar Safe Routes to School Project, City of Rialto, CA. Public Works Observer. Willdan provided construction management, inspection, material testing, and labor compliance services for the City’s SR2S Project. The City’s project included extensive street improvements including construction of sidewalk, curb and gutters, and driveways installation and/or relocation of signage relocation of utilities, and other work as indicated in the specifications and plans.



Park Improvement Project at 3 Parks, City of Rialto, CA. Public Works Observer. Willdan provided construction management and inspection services for this project to demolish multiple buildings at Anderson Park, Rialto City Park, and Frisbee Park and construct new pre-fabricated concessions and restroom buildings at each park. The general nature of the work included: clearing grubbing, removals and demolition of existing trees, concrete flatwork, of new onsite domestic water system, and new onsite septic system, demolition and removal of multiple buildings, complete coordination, site preparation and utility hookups of prefabricated concessions, and restroom buildings (separate buildings) modification of existing walkways, installation of new walkways and concrete plazas surrounding the structures; and lighting.

Temple Avenue Street Improvements, City of La Puente, CA. Public Works Observer. Willdan provided engineering design and project management services for 1120 lineal feet of arterial roadway improvements. The project involved slurry sealing existing street pavement; reconstructing damaged and uplifted concrete sidewalk and damaged AC pavement; installing ADA compliant curb ramps curbs gutters cross gutters and drive approaches; constructing a new raised landscaped median island east of Puente Avenue with a new city entry sign monument; installing landscape improvements within existing raised medians; and installing traffic signing and striping. The project utilized Prop "C" fund.



Paul Merrill

Public Works Inspector

Profile Summary	
Education:	<ul style="list-style-type: none"> ▪ Bachelor of Science, Game Art and Design, Westwood College, Upland
Registration/ Certification:	<ul style="list-style-type: none"> ▪ Qualified Industrial Stormwater Practitioner (QISP), State of California, No. 00352 ▪ Qualified Stormwater Practitioner/Developer (QSP/D), State of California Region 8 Scrap Metal Permit ▪ Certified NPDES Industrial/Commercial/Construction Inspector ▪ Certified Water Sampler (Clinical Laboratory of San Bernardino) ▪ PC-832 Arrest Certification (County of San Bernardino) ▪ Watershed Wise Landscape Professional (WWLP) ▪ Qualified Water Efficient Landscaper (QWEL) No. CBWCD-0068
Experience:	11 Years

Mr. Paul Merrill has more than 11 years of inspection experience working on a variety of construction, stormwater, pipeline, and landscape projects involving public agencies and industrial/commercial facilities. He is highly knowledgeable in construction activities and stormwater requirements and regulations. He is proficient in the use of databases, as well as Microsoft Office products and Adobe programs. Mr. Merrill possesses excellent verbal and written communication skills and interacts well with Clients and Contractors.

Relevant Project Experience

On-Call Public Works and Construction Management Services, City of Redlands, CA. Public Works Observer. Willdan is providing public works inspection and construction management services for various projects located throughout the City.

Frontier Citywide, City of Ridgecrest, CA. Public Works Observer. Services provided to include project management, encroachment permit inspection and plan checking services for upcoming citywide telecommunications project. The project includes the installation of conduit and fiber optic cable throughout the City. Mr. Merrill’s duties include the inspection of the various permits associated with the installation of the required conduits and fiber optic cables. The work inspection of the work included replacement of damaged sidewalk, monitoring of the backfill, review of traffic control, trench paving, and other appurtenant work.

Euclid/Westminster, City of Garden Grove, CA. Public Works Observer. Willdan is providing public works inspection and construction management services for the paving of the Euclid/Westminster intersection.

STR 20003, City of Highland, CA. Public Works Observer. Willdan provided the services of a qualified construction engineering consultant to provide construction management and inspection services on the Sector E Pavement Rehabilitation Project, City Project No. str20003. This project involves pavement rehabilitation including pavement gridding, cold central plant recycling, pavement removal and replacement, and asphalt rubber overlay. The scope of work includes minor removal and replacement of damaged concrete sidewalk, curb and gutter, and gross gutter; grinding raised sidewalk panels; slurry seal, crack repair, crack seal; adjusting valve covers to final grade, protection of manholes; and installation of striping and markings.

Parking Lot at Van Buren, City of Grand Terrace, CA. Public Works Observer. Willdan is providing public works inspection for the public improvements associated with the reconstruction of the existing parking lot located at 22038 Van Buren Street.



Glenn Stanley

Public Works Inspector

Profile Summary	
Education:	<ul style="list-style-type: none"> ▪ Technology Course for Public Works, Saddleback Community College, Orange, California
Registration/ Certification:	<ul style="list-style-type: none"> ▪ E-Rail certified ▪ Roadway Workers certified ▪ CIC certified ▪ Fall protection certified and trained ▪ American Construction Inspectors Association: Rubberized Asphalt Plant Inspection ▪ Certification in Safety on Job Sites ▪ OSHA Certifications: Trenching and Excavations ▪ First Aid and CPR Certified ▪ Competent Person Certified
Experience:	23 Years

Mr. Glenn Stanley is a senior public works observer with 23 years of experience, 10 years as a public works inspector. He is responsible for inspection services, capitol project inspection and CATV facility project inspection.

Relevant Project Experience

On-Call Public Works and Land Development Inspection Services, City of Long Beach, CA. Public Works Observer. Willdan is providing on-call public works inspection for various CIP and permitted projects throughout the City of Long Beach. Willdan has maintained a continuous presence in the City since 2004. Willdan is responsible for inspecting and observing curb, gutter, sidewalk, storm drain, traffic signal and sewer system installations, asphalt over-lays, grading, and other related work. Field files are maintained in accordance with Caltrans standards; Willdan provided labor compliance and coordinated all material testing. Mr. Stanley duties include the monitoring of various CIP projects and the review of various permitted projects throughout the City. Mr. Stanley is responsible for the tracking of project quantities for CIP projects, coordination of required material testing, installation of ADA compliant sidewalks and ramps, utility trench backfill, street restoration, monitoring of BMP’s, and other appurtenant work.

Caruthers Park Stormwater and Urban Runoff Capture, City of Bellflower, CA. Public Works Observer. The work on this project included excavation backfill channel drop inlet pretreatment device (20 and 50 CFS) one (1) new pump stations (up to 6.5 CFS) installation of new pumps motors mechanical and storm drain piping valve protecting existing infrastructure abandoning or removing existing utilities pressure testing pavement removal and replacement unloading the precast storage reservoir and infiltration gallery units installing and waterproofing of underground storage reservoir installing underground infiltration gallery installing maintenance access shafts for underground storage reservoir and infiltration gallery installing and impervious liner around underground storage reservoir installing air ventilation lines for the underground storage reservoir and infiltration gallery building installation water quality skid electrical equipment modifications electrical power electrical service coordination instrumentation and controls planting irrigation playground and splash pad to support the stormwater and runoff capture system and all other appurtenant work.

Hamner Water Line, City of Norco, CA. Public Works Observer. Willdan provided construction engineering services for the subject project. The project included approximately 2915 linear feet of new 16” ductile iron waterline within Hamner Avenue between Third Street and Fourth Street.

Residential Street Overlay, City of Hawaiian Gardens, CA. Public Works Observer. Willdan provided engineering design, contract administration, construction observation, engineering support, utility coordination, material testing and federal labor compliance services for the federally funded (CDBG funds) FY 2017-18 Street Improvement Project.



Chad Meelker

Public Works Inspector

Profile Summary

Education: ■ Civil Engineering, California Polytechnic State University, Pomona

Experience: 19 Years

Mr. Chad Meelker offers expertise in construction inspection for public works projects to monitor progress and ensure conformance to design specifications, permit conditions, and safety regulations. He has extensive knowledge of public works standard specifications, Caltrans standards, and CAMUTCD. Mr. Meelker's typical duties include maintaining a work log of daily construction activities for various projects, filing reports, and documenting construction with photographic logs. Mr. Meelker utilizes his strong construction management capabilities by managing multiple tasks in fast-paced work environments. He has experience working as an irrigation technician and landscape maintenance crew manager.

Relevant Project Experience

On-Call Construction Management Services, City of Norco, CA. Public Works Observer. Willdan is providing on-call public works inspection for various projects throughout the City of Norco. Mr. Meelker duties include the monitoring of CIP and land development projects. Mr. Meelker inspection duties include the monitoring of street reconstruction projects, utility cuts, WQMPs, inspection of large land development projects, coordination of required material testing services, tracking of contract quantities, and other appurtenant work.

On-Call Public Works and Construction Management Services, City of Redlands, CA. Public Works Observer. Willdan is providing public works inspection and construction management services for various projects located throughout the City.

On-Call Construction Management and Public Works and Permit Inspection Services, City of Brea, CA. Public Works Observer. Willdan is responsible for inspecting and observing curb, gutter, sidewalk, storm drain, traffic signal and water system installations, asphalt overlays, street improvements, park improvements, and other related work.

Slurry Seal Program on Various Streets FY 20-21, City of La Puente, CA. Public Works Observer. Willdan provided construction observation and project management services for the slurry seal program on various streets.

CDBG Street Pavement Project, City of Highland, CA. Public Works Observer. The project encompassed pavement rehabilitation of various streets located in CDBG eligible blocks, including replacement of concrete curbs, gutters, curb ramps and driveways; pavement rehabilitation by pavement removal and replacement; pavement grinding, crack sealing repairs, and asphalt pavement overlay.

MP329 Sewer Rehab, City of Downey, CA. Public Works Observer. The City of Downey's sewer repair project included 45-point repairs to the existing 8" sewer line and relining of approximately 1,000 LF of sewer main line. The work included sewer relining, sewer main line point repairs were made prior to the lining, CCTV of the existing main prior to starting work, rehabilitation of three manholes, reconnection of a dozen laterals, and other appurtenant work. "

Community Park Sewer and Park Improvement Project, City of La Puente, CA. Public Works Observer. Willdan provided construction observation, project management, material testing, and labor compliance services for the sewer and park improvements for the La Puente Community Park project.



John Crowe

Public Works Inspector

Profile Summary

Registration/ Certification:	<ul style="list-style-type: none"> ▪ National Institute for Certification in Engineering Technologies (NICET) 97346 ▪ Level I Certification in Transportation Engineering Technology/Highway Construction. ▪ Level II Certification in the field of Construction Materials Testing Asphalt, Concrete and Soil. ▪ Level I Concrete Field Technician, American Concrete Institute ▪ Caltrans Certificate of Proficiency for Acceptance Testing for the following test methods: 125, 201, 202, 216, 227, 231, 375, 504, 518, 526, 533, 539, 540, 547 and D2922. ▪ Radiation Safety and Use of Nuclear Gauges, Boart Longyear (CPN) ▪ California B-1 General Contractor’s License No. 560363
Experience:	24 Years

Mr. John Crowe brings 23 years of practical experience with a strong versatile background in construction. Mr. Crowe is a licensed General Contractor and holds numerous construction certifications and is knowledgeable in all areas of roadway construction, concrete structures, drainage construction and traffic signal requirements. He has shown the ability to work well with developers, contractors, utility agencies and all involved parties on a project.

Relevant Project Experience

On-Call Public Works and Construction Management Services, City of Redlands, CA. Public Works Observer. Willdan is providing public works inspection and construction management services for various projects located throughout the City. Mr. Crowe’s duties included the monitoring of CIP projects, residential projects, and utility cuts throughout the City.

On-Call Construction Management and Inspection Services, City of Newport Beach, CA. Public Works Observer. Willdan is providing construction management and inspection on various permitted and capital improvement projects throughout the City.

On-Call Construction Management and Public Works and Permit Inspection Services, City of Brea, CA. Public Works Observer. Willdan is responsible for inspecting and observing curb, gutter, sidewalk, storm drain, traffic signal and water system installations, asphalt overlays, street improvements, park improvements, and other related work.

Citywide Street Rehabilitation FY 22, City of Pico Rivera, CA. Public Works Observer. Willdan is providing engineering design services, including preliminary engineering, surveying, and preparation of plans, specifications and estimates for assessment of the existing pavement conditions of identified streets, and providing recommendations for the Citywide Street Rehabilitation Project –Overlay and Reconstruction. Improvements for the project include pavement rehabilitation on various roadways segments identified in Exhibit 1 of the City’s RFP; parkway improvements, such as reconstruction of existing damaged and uplifted concrete sidewalk, curb and gutter, and drive approaches.

Slurry Seal Program on Various Streets FY 20-21, City of La Puente, CA. Public Works Observer. Willdan provided construction observation and project management services for the slurry seal program on various streets.

Amar Road and Willow Avenue Traffic Signal Improvements, City of La Puente, CA. Public Works Observer. Willdan provided construction observation, project management, and labor compliance services for the right-of-way improvements at the Amar Road project.



Manny Trujillo

Public Works Inspector

Profile Summary

Registration/ Certification:	<ul style="list-style-type: none"> ▪ State of California Water Control Board Grade 3 Water Treatment Operator ▪ State of California Water Control Board Grade 3 Water Distribution Operator ▪ Certified in Water Sampling Techniques
Experience:	31 Years

Mr. Manny Trujillo is a public works inspector with more than 30 years’ experience in the Water Utility industry and in Construction Management. He possesses multifaceted field experience in water distribution, inventory control, water supply, and construction inspection. He is proficient in Microsoft Office and JD Edwards/Oracle Software. He is committed, efficient, and has a high-quality standard. He has excellent communication and problem-solving skills, as well as technical skills. He proudly served six years in the United States Navy as a Petty Officer aboard the USS New Jersey BB62 and received specialized training in leadership, ship maintenance, communications, and firefighting. His duties included seamanship and ship maintenance training and supervision of ten crewmembers.

Relevant Project Experience

Foothill Boulevard, City of La Canada Flintridge, CA. Public Works Observer. Willdan provided preconstruction services that included construction and post construction. This 100 working day project consists of the construction of approximately a half mile Class I bicycle and pedestrian path, and two miles of Class II bike lane and bicycle amenities; raised medians; a bus stop; cold milling existing pavement and re-paving with Asphalt Rubber Hot Mix (ARHM); removal and installation of traffic striping and raised pavement marking; replacement of curb and gutter and other drainage improvements; traffic signal improvements to include new equipment, bicycle signal detection, and bicycle/pedestrian push buttons; street lighting; illuminated street name sign; and streetscape beautification with narrowed travel lanes to enhance bike and pedestrian mobility and safety."

ITS Gap Closure Project, City of Inglewood, CA. Public Works Observer. Willdan provided construction management, inspection, and material testing for the City’s ITS Gap Closure project. The project consisted of the installation of conduit, fiber optics communication, changeable message signs, gantry signs, traffic signal poles and heads, traffic controllers, fisheye video detection systems, closed-circuit television camera system, furnish and install new pull boxes, install pedestrian push buttons and pedestrian signal countdown assemblies, new ADA access ramps, necessary hardware to integrate the equipment into the City’s ITS network, and other appurtenant work. The City implemented Phase 1-4 of the Intelligent Traffic Systems Program with future phases 5-6 scheduled. This Project is a continuation of the ITS Program that will expand and improve existing ITS network by upgrading traffic signal hardware, software, and fiber optic communications. Traffic signal installations and/or modifications are being made at 17 intersections throughout the city. A total of 30 new electrical services were required to complete the project. The construction contracts were separated into two contracts, one for material procurement and one for installation. The combined value of both projects as approximately \$12.1 million.

Neighborhood Street Resurfacing 2021, City of Paramount, CA. Public Works Observer. Willdan provided engineering design and construction observation for the resurfacing of neighborhood streets in the City of Paramount.



Raj Gupta

Public Works Inspector

Profile Summary

Education:	▪ BS, Civil Engineering, B.I.T. College, Bengaluru India
Registration/ Certification:	<ul style="list-style-type: none"> ▪ NICET- IV, Transportation Engineering-Senior Technician, Certificate # 79683 ▪ SWPPP Certified / Water Pollution Control for Construction Sites (24-Hr. Training) ▪ SAFETY EXCELLENCE -Certified by PB Corp. ▪ CPR (8-hr Training Class). ▪ Nuclear Gauge Operator Training, Certificate # 13454 ▪ OSHA - Safety and Health - Construction Hazardous Waste Sites. (40-Hr Training). ▪ OSHA - Safety Trained - General Industry ▪ Caltrans-Ariel Lead Safety Training ▪ Caltrans-Just-in-Time Training for: 1) Jointed Plain Concrete Pavement Placement, 2) (CIR) Construct Cold in Place Pavement Base, 3) (FDR) Full Depth Recycled Pavement Base
Experience:	34 Years

Mr. Raj Gupta has inspected, supervised, and coordinated a wide variety of construction improvements involving street widenings, transportation structures, sound wall placements, bridge retrofits, railroad bridge structures, shooflies, stone columns, isolation walls, MSE walls, water lines, drainage structures, and utility relocations. Mr. Gupta has been responsible for construction observation for the New Jersey Turnpike Authority and New York Public Works Department for improvements located in Manhattan, Brooklyn, and Bronx. His background for these entities encompasses replacing and installing water lines, rehabilitating and replacing sewer lines with Gunite and Insituform methods, replacing storm drain structures, relocating utilities, and roadway resurfacing. Mr. Gupta supervised tilted-form prefab residential housing construction and coordinated and prepared estimates for Federal Emergency Management Agency emergency projects.

Relevant Project Experience

On-Call Construction Management and Inspection Services, City of Rancho Cucamonga, CA. Public Works Inspector. Willdan is providing construction management and inspection services for the City of Rancho Cucamonga. A few of the projects are Crest Road at Whitley, Robert Ryan Park Construction, Arterial Street Resurfacing, and Hawthorne Boulevard at PVDW Landscape

Arterial Street Improvement and Sewer Rehabilitation, FY 20-21, City of Garden Grove, CA. Senior. Public Works Observer. Project Consisted of Construction of ADA ramps, Replacement of sidewalk and curb/gutters sections, Splash pads, AC Grindings, 12" Dugout street sections, HAC base placement, ARHM placement, ARAM sealing, Rehabilitation of catch basins, Installation of bio screens, Tree removals, Micro seal paving, Rehabilitation of sewer manhole and sewer pipe replacement work, TC, Striping, and thermo pavement markings.

Streets and Park Improvement, FY 20-21, City of La Puente, CA. Senior Public Works Observer. Project consisted of reconstruction of ADA ramps, replacement of sidewalk and curb/gutters sections, slurry seal paving for all the arterial streets within the city limits, striping, pavement thermo markings, and park improvement works, etc.

Hermosa Avenue Widening, City of Rancho Cucamonga, CA. Senior Public Works Observer. The project consists of sawcut and removal of existing asphalt pavement; removal of stone walls; relocation of dirt and construction of curb and gutter, sidewalks, handicap ramps; gradation of new widen area and pavement with asphalt concrete with aggregate base; and re-striping with pavement markers per plan.

Church Street Pavement Rehabilitation, City of Rancho Cucamonga, California. Senior Public Works Observer. The project consists of cold milling, weed killing, routing, crack sealing, asphalt rubber hot



mix overlay, grinding and patching asphalt concrete, adjustment of existing manholes and valves to new grade, video detection system (additive bid), access curb ramps, and pavement markers and striping.

Citrus Avenue and Cherry Avenue/Interstate10 Interchange Improvements, San Bernardino Associated Governments, Fontana, CA. Lead Field Engineer responsible for carrying out full construction management responsibilities, including a suggested storm drain alignment using existing parameters that resulted in a \$120,000 savings to the client. The \$90 million project improvements involved a new open-channel storm drain; 96-inch to 24-inch diameter RCP along with catch basins and appurtenances; Interstate 10 overcrossing bridge reconstruction; Union Pacific Railroad overhead bridge widening; MSE, retaining, and sound walls; new joint plain concrete pavement lanes and shoulders; east-and west-bound ramps and loop ramps realignment and grading; Citrus Avenue and Cherry Avenue and Valley Boulevard/Slover Avenue widenings, including new sidewalks, driveway approaches, curbs, and gutters.

Various Street and Parks Improvements FY19-20, City of Westlake Village, CA. Senior Field Engineer. This project included various street improvements and construction of Lindero Park. Willdan assisted City Engineer in field related work, complaints, maintenance and improvements.

State Route 14 Improvements, Caltrans, Santa Clarita, CA. Senior Field Engineer responsible for carrying out full construction management responsibilities. The \$25 million project improvements encompassed pavement section rehabilitation and reconstruction with rapid-set concrete, pavement contraction joint sealing – both transverse and longitudinal – along with bridge joint seals, concrete pavement lane diamond grinding, metal beam guard railing replacement, traffic lane striping, and pavement marker placement.

1461 Traffic Signal Project, City of Burbank, CA. Senior Public Works Observer. The proposed project is funded by the Highway System Improvement Program and includes safety improvements on Pass Avenue/Alameda Avenue, Olive/Screenland Drive, Olive/Lakeside, Riverside Drive (striping), Hollywood Way/Olive, California Street/Lakeside, Avon/Riverside Drive, Olive/Riverside Drive, Hollywood/Riverside, Riverside/Pass. The proposed improvements include reconstructing ADA ramps at multiple locations, removing and modifying existing medians, modifying traffic signals, drainage improvements, signing and striping, and other appurtenant work.

Florwood Avenue Reconstruction, City of El Camino, CA. Construction Manager/Senior Resident Inspector responsible for carrying out full construction management services. The project involved reconstruction street pavement between Marine Avenue and 157th Street.

Garvey Avenue Bridge, City of Rosemead, CA. Public Works Observer responsible for inspecting and observing project construction and contractor activities. The \$11 million improvements involved reconstructing Garvey Avenue on both sides of the bridge, removing and reconstructing a portion of the Rio Hondo Channel, relocating various utilities, constructing a precast-concrete driven-pile foundation bridge, precast superstructure with bubble-tee pre-stressed girders.



Mike Corral

Public Works Inspector

Profile Summary

Education:	▪ General Education, Orange Coast College
Registration/ Certification:	▪ Nuclear Gauge Operator, Pacific Nuclear Technologies ▪ Concrete Field Testing Technician, ACI ▪ Sampling and Relative Compaction, Caltrans
Experience:	22 Years

Mr. Mike Corral has over 22 years of soils testing and inspection experience in diverse civil construction, working on a wide range of private and public projects. Mr. Corral is skilled in various soils/asphalt testing and inspecting methods during grading operations, foundation installation, and pavement placement. He is also capable of conducting asphalt plant inspection and testing.

Relevant Project Experience

Pavement Rehabilitation FY20/21, City of Yorba Linda, CA. Public Works Inspector. The project included traffic control, cold milling, asphalt concrete overlay, asphalt concrete dig-outs, curb ramps, adjustments of survey monuments, manholes and valve covers to grade, installation of loop detectors, pavement striping, markings and markers and other miscellaneous improvements.

2021 Slurry Seal, City of Laguna Niguel, CA. Public Works Inspector. Willdan provided construction management, public works inspection, and public outreach for the City's 2021 Slurry Seal Project.

Imperial Highway Improvements, City of La Mirada, CA. Performed inspection duties during asphalt lay down procedures for the Euclid Street Restoration project. Asphalt was delivered utilizing the wind-row method. Due to the use of this procedure, Mr. Corral constantly inspected asphalt temperature prior to lay down. Utilizing a nuclear gauge for compaction testing, Mr. Corral also inspected placed asphalt concrete transverse and longitudinal lines for relative flatness.

Rosecrans Avenue Street Improvements, City of Norwalk, CA. Mr. Corral inspected and tested approximately two miles of asphalt lay down operations for the Rosecrans Avenue Street Improvement project. Mr. Corral ensured relative compaction of laid asphalt was achieved by the double drum, steel, vibratory rollers during the duration of the project. Also, paving operations were performed at night. Mr. Corral ensured delivered asphalt remained at required temperature ranges.

Garfield Avenue Street Improvements, City of Downey, CA. Performed inspection duties during asphalt lay down procedures for the Garfield Avenue restoration project. Asphalt was delivered utilizing the wind-row method. Due to the use of this procedure, Mr. Corral constantly inspected asphalt temperature prior to lay down. Utilizing a nuclear gauge for compaction testing, Mr. Corral also inspected placed asphalt concrete transverse and longitudinal lines for relative flatness.

Carson Street Restoration, City of Hawaiian Gardens, CA. Inspected and tested paving operations for Carson St. Improvement Project. Mr. Corral inspected and tested asphalt over lay and asphalt placed on cold mill. Performed temperature, thickness and density tests on laid asphalt. Ensured placement of required AR4000 tack coat and petro-mat in recommended areas.

Santa Ana Street Restoration, City of South Gate, CA. Inspected and tested one and a half miles of asphalt lay down operations on Santa Ana and San Antonio. Ensured contractor placed AR4000 tack coat on cold milled sections followed by a petro-mat prior to laying asphalt. During paving operations, inspected asphalt temperature, thickness, and density. Also, inspected the relative flatness of transverse and longitudinal lines to ensure feathered lines were per Greenbook standards.



Azusa Avenue Street Restoration, City of Covina, CA. Inspected and tested one and a half miles of asphalt lay down operations on Azusa Avenue and adjacent side streets. Ensured contractor placed AR4000 tack coat on cold milled sections followed by a petro-mat prior to laying asphalt. During paving operations, inspected asphalt temperature, thickness, and density. Also, inspected the relative flatness of transverse and longitudinal lines to ensure feathered lines were per Greenbook standards.

17th Street Reconstruction, City of Santa Ana, CA. Performed asphalt concrete testing utilizing a nuclear gauge after street was removed during the installation of a water pipeline. Inspected temperature, thickness, and density of placed asphalt in the road. After asphalt was placed with a skipjack, ensured loose lifts did not exceed three inches prior to compaction. Recorded load number, delivery amount, and ensured recommended mix and asphalt types were placed in correct areas.





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Attachment: Consultant Agreement - Willdan (5935 : AUTHORIZATION TO AWARD AGREEMENTS TO ANSER ADVISORY MANAGEMENT, LLC



October 6, 2022

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

**Subject: Revised Cost Proposal for Professional Consultant Services for Construction
Inspection Services
Request for Proposals #2022-066**

Willdan is please to submit our cost proposal to the City of Moreno Valley for Professional Consultant Services for Construction Inspection Services Request for Proposals #2022-066. We have included the City's Exhibit A: Pricing form that shows Willdan's hourly rates.

We appreciate this opportunity to submit our proposal and cost proposal and look forward to continuing our long-standing partnership with City of Moreno Valley staff and fulfilling the City's goals and visions for their construction projects. If there are any questions regarding this submittal, please contact our proposed Project Manager Mr. Chris Baca, RCI, CESSWI. He can be reached by mail at Willdan Engineering, 650 East Hospitality Lane, Suite 400, San Bernardino, CA 92408, by cell phone at (310) 502-6335, or by email at cbaca@willdan.com.

Respectfully submitted,
WILLDAN ENGINEERING

A handwritten signature in black ink that reads "Chris Baca".

Chris Baca, RCI, CESSWI
Director of Construction Management and Inspection Services

RFP 2022-066 for Professional Services for Construction Inspection Services

July 2022

Exhibit A: Pricing

(Will not be viewed until after consultant ranking is made and top-ranked consultant is identified)

I. Hourly Rates***

A. Include titles and rates for all staff that could provide services under the contract.

	Title	Hourly Rate
1	Construction Inspection (Prevailing Wage)	\$128.00
2	Construction Inspection (Non-Prevailing Wage)	\$118.00

*** Attach additional sheets as necessary.

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment B for the Sample Invoice. Invoice format must first be approved by City prior to the first invoice submittal. Invoices must be submitted on a monthly basis if services were performed during that period.
- B. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- C. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit A: Pricing.
- D. **Fixed Prices:** prices are fixed for each year of the agreement.
- E. **Cost Proposal Pricing:** The awarded Provider's Exhibit A: Pricing, as accepted by City, will be incorporated into the resultant Agreement.



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, inspection-related data, and such other pertinent data which may become available to the City.
2. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

EXHIBIT D**TERMS OF PAYMENT**

1. The Consultant's compensation shall not exceed \$125,000.00 for six months in Fiscal Year 2022/23 and \$250,000.00 annually thereafter.
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 once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Land Development Division/Public Works Department at zarat@moval.org. Calls should be directed to (951) 413-3139.
3. 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

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

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

EXHIBIT D

EXHIBIT E**INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

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

4. Professional Liability (Errors and Omissions):

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

Umbrella or Excess Insurance

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Assistant City Manager (Development)

AGENDA DATE: December 6, 2022

TITLE: AUTHORIZATION OF CITY MANAGER TO AMEND THE AGREEMENTS FOR VENDORS CONTRACTED ON THE STATE ROUTE 60/ MORENO BEACH INTERCHANGE PHASE 2 IMPROVEMENTS PROJECT, PROJECT NO. 801 0021.

RECOMMENDED ACTION

Recommendations:

1. Authorize the City Manager to amend the agreements for vendors contracted on the State Route 60/ Moreno Beach Interchange Phase 2 Improvements Project, Project No. 801 0021, subject to the approval by the City Attorney; and
2. Authorize Chief Financial Officer to make any budget adjustments necessary based on amended agreements as long as the budget adjustments are reflected in the following quarterly budget review to Council.

SUMMARY

This report recommends that City Council authorize the City Manager and Chief Financial Officer, subject to the approval of the City Attorney, to amend the agreements and budget for an unspecified amount to ensure the continuation of the work on the State Route 60/ Moreno Beach Interchange Phase 2 Project and to avoid delays. Funding to cover the amendments will come from the Surety for Spectrum Construction Group.

DISCUSSION

Spectrum Construction Group, the Contractor awarded the construction project abandoned the jobsite on May 3, 2022. The Surety, which is the entity that provided the bonds to ensure the performance of the work and completion, immediately solicited

several bids from highly responsible and experienced contractors and selected a Contractor to begin work on October 18, 2022.

The Project is currently underway, however in an effort to avoid further delays staff is recommending the approval to Authorize the City Manager to Amend the agreements for Vendors Contracted on the Project to continue to provide Professional Services.

The Vendors contracted on the Project are:

1. Falcon Engineering Services, Inc.
2. Riverside Construction Company, Inc.
3. TSG Enterprise, Inc. DBA The Solis Group
4. David Evans and Associates, Inc.
5. Leighton Consulting, Inc.
6. Parsons Transportation Group
7. Department of California Highway Patrol

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will minimize any further delays on the Construction of the State Route 60/Moreno Beach Interchange Phase 2 Improvements project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the Construction of the State Route 60/Moreno Beach Interchange Phase 2 Improvements project.*

FISCAL IMPACT

Chief Financial Officer is authorized to make any budget adjustments necessary based on amended agreements as long as the budget adjustments are reflected in the following quarterly budget review to Council. Funding to cover the amendments will come from the Surety for Spectrum Construction Group.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Harold Zamora, PE
Capital Projects Principal Engineer

Department Head Approval:
Michael Lloyd, PE
Public Works Director / City Engineer

Concurred By:
Melissa Walker, PE
Engineering Manager/Assistant City Engineer

CITY COUNCIL GOALS


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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/10/22 2:05 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/10/22 2:19 PM

HISTORY:

11/15/22	City Council	MEETING CANCELLED
Next: 12/06/22		



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: December 6, 2022

TITLE: RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024 (ROPS 23-24) (RESO. NO. SA 2022-XX)

RECOMMENDED ACTION

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2022-XX. A Resolution of the City Council of the City of Moreno Valley, California, serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Recognized Obligation Payment Schedule and Administrative Budget for the Period of July 1, 2023 through June 30, 2024 (ROPS 23-24), and Authorizing the City Manager acting for the Successor Agency or his/her Designee to Make Modifications Thereto.
2. Authorize the City Manager acting for the Successor Agency or his Designee to make modifications to the Schedule.
3. Authorize the transmittal of the ROPS 23-24, for the period of July 1, 2023 through June 30, 2024 ("Exhibit A"), including Administrative Budget ("Exhibit B") for the said period, to the Countywide Oversight Board for County of Riverside for review and approval.

SUMMARY

This report recommends adoption of the Proposed Resolution approving the Recognized

Obligation Payment Schedule (ROPS 23-24) including the Administrative Budget, for the period of July 1, 2023 through June 30, 2024.

As successor agency (“Successor Agency”) to the Community Redevelopment Agency (RDA) of the City of Moreno Valley, the City is responsible for winding down the affairs of the former RDA including disposing of its assets, making payments and performing other obligations owed for Enforceable Obligations. The Recognized Obligation Payment Schedules certain applicable periods provide the details necessary for the City serving as the Successor Agency to fulfill the former RDA’s legally binding and enforceable agreements as required by law.

This item was noticed on the November 22, 2022 Finance Subcommittee agenda for review and discussion.

DISCUSSION

ABX1 26 requires the Successor Agency to approve a Recognized Obligation Payment Schedule (“ROPS”) for each Fiscal Year. The required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Successor Agency’s legally binding and enforceable obligations, anticipated payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation. AB 1484 further clarifies certain matters associated with the dissolution of RDAs and addresses substantive issues related to administrative processes, affordable housing activities, and repayment of loans from communities, use of existing bond proceeds, and the disposition or retention of Successor Agency assets.

In order to facilitate the wind down process, on behalf of the Successor Agency, the City Council has adopted the following Resolutions:

- Resolution No. 2012-13, adopted on February 28, 2012, approving a Recognized Obligation Payment Schedule for the period of January 1, 2012 through June 30, 2012.
- Resolution No. 2012-22, adopted on April 10, 2012, approving a Second Recognized Obligation Payment Schedule for the period of July 1, 2012 through December 31, 2012.
- Resolution No. 2012-71, adopted on August 28, 2012, approving a Second Recognized Obligation Payment Schedule for the period of January 1, 2013 through June 30, 2013.
- Resolution No. SA 2013-02, adopted on February 26, 2013, approving a Recognized Obligation Payment Schedule (ROPS 13-14 A) for the period of July 1, 2013 through December 31, 2013.

- Resolution No. SA 2013-09, adopted on September 24, 2013, approving a Recognized Obligation Payment Schedule (ROPS 13-14 B) for the period of January 1, 2014 through June 30, 2014.
- Resolution No. SA 2014-01, adopted on February 25, 2014, approving a Recognized Obligation Payment Schedule (ROPS 14-15 A) for the period of July 1, 2014 through December 31, 2014.
- Resolution No. SA 2014-02, adopted on September 23, 2014, approving a Recognized Obligation Payment Schedule (ROPS 14-15 B) for the period of January 1, 2015 through June 30, 2015.
- Resolution No. SA 2015-01, adopted on February 24, 2015, approving a Recognized Obligation Payment Schedule (ROPS 15-16 A) for the period of July 1, 2015 through December 31, 2015.
- Resolution No. SA 2015-02, adopted on September 22, 2015, approving a Recognized Obligation Payment Schedule (ROPS 15-16 B) for the period of January 1, 2016 through June 30, 2016.
- Resolution No. SA 2016-01, adopted on January 19, 2016, approving a Recognized Obligation Payment Schedule (ROPS 16-17) for the period of July 1, 2016 through June 30, 2017.
- Resolution No. SA 2016-02, adopted on September 6, 2016, approving a Recognized Obligation Payment Schedule (ROPS 16-17 B) for the period of January 1, 2017 through June 30, 2017.
- Resolution No. SA 2016-04, adopted on December 12, 2016, approving a Recognized Obligation Payment Schedule (ROPS 17-18) for the period of July 1, 2017 through June 30, 2018.
- Resolution No. SA 2017-05, adopted on September 19, 2017, approving a Recognized Obligation Payment Schedule (ROPS 17-18 B) for the period of January 1, 2018 through June 30, 2018.
- Resolution No. SA 2018-01, adopted on January 16, 2018, approving a Recognized Obligation Payment Schedule (ROPS 18-19) for the period of July 1, 2018 through June 30, 2019.
- Resolution No. SA 2018-04, adopted on September 4, 2018, approving a Recognized Obligation Payment Schedule (ROPS 18-19 B) for the period of January 1, 2019 through June 30, 2019.
- Resolution No. SA 2018-06, adopted on December 18, 2018, approving a

Recognized Obligation Payment Schedule (ROPS 19-20) for the period of July 1, 2019 through June 30, 2020.

- Resolution No. SA 2019-02, adopted on August 20, 2019, approving a Recognized Obligation Payment Schedule (ROPS 19-20 B) for the period of January 1, 2020 through June 30, 2020.
- Resolution No. SA 2019-03, adopted on December 3, 2019, approving a Recognized Obligation Payment Schedule (ROPS 20-21) for the period of July 1, 2020 through June 30, 2021.
- Resolution No. SA 2020-02, adopted on July 7, 2020, approving a Recognized Obligation Payment Schedule (ROPS 20-21 B) for the period of January 1, 2021 through June 30, 2021.
- Resolution No. SA 2021-01, adopted on January 5, 2021, approving a Recognized Obligation Payment Schedule (ROPS 21-22) for the period of July 1, 2021 through June 30, 2022.
- Resolution No. SA 2021-04, adopted on December 7, 2021, approving a Recognized Obligation Payment Schedule (ROPS 22-23) for the period of July 1, 2022 through June 30, 2023.
- Resolution No. SA 2022-04, adopted on July 5, 2022, approving a Recognized Obligation Payment Schedule (ROPS 22-23B) for the period of January 1, 2023 through June 30, 2023.

Once approved, the ROPS 23-24 will be submitted to the Successor Agency's Countywide Oversight Board for the County of Riverside ("Oversight Board") for review and approval. Upon approval by the Oversight Board, a copy of the approved ROPS will be transmitted to the County-Auditor Controller, the State Controller's Office, the State Department of Finance, and posted to the City's website.

ALTERNATIVES

1. Adopt the attached proposed resolution, which approves the Recognized Obligation Payment Schedule, including the administrative budget for the period of July 1, 2023 through June 30, 2024 and authorizing the transmittal of said Schedules to the Oversight Board for review and approval. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with State legislation.*
2. Decline to adopt the attached proposed resolution which would not allow the City, serving as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Recognized Obligation Payment Schedule provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements. The ROPS 23-24 will serve as authorization to pay obligations listed during the noted period including allowable administrative costs of \$250,000. With the dissolution of the former RDA, there are continued risks that the payment of certain agreements may not be approved by the California Department of Finance, which will impact the General Fund. When these costs can be considered a short-term loan from the City to the Successor Agency and thus considered an enforceable obligation of the Successor Agency, the City shall seek reimbursement as available.

NOTIFICATION

The agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas, in compliance with the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Launa Jimenez
Financial Resources Division Manager

Department Head Approval:
Brian Mohan
Assistant City Manager/Chief Financial Officer

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

1. SA Resolution 2022-XX with Exhibits

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/23/22 8:04 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/23/22 9:33 AM

RESOLUTION NO. SA 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, SERVING AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024 (ROPS 23-24), AND AUTHORIZING THE CITY MANAGER ACTING FOR THE SUCCESSOR AGENCY OR HIS/HER DESIGNEE TO MAKE MINOR MODIFICATIONS THERETO

WHEREAS, the City Council of the City of Moreno Valley agreed to serve as successor agency to the Community Redevelopment Agency of the City of Moreno Valley (“Former RDA”) commencing upon dissolution of the Former RDA on February 1, 2012 pursuant to Assembly Bill x1 26, as amended by AB 1484; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l), before each fiscal period, the successor agency to a dissolved redevelopment agency such as the Former RDA is required to adopt a draft Recognized Obligation Payment Schedule (“ROPS”) that lists all of the obligations that are “enforceable obligations” within the meaning of Health and Safety Code Section 34171, and which identifies a source of payment for each such obligation from among (i) the Low and Moderate Income Housing Fund; (ii) bond proceeds; (iii) reserve balances; (iv) the administrative cost allowance; (v) revenues from rents, concessions, interest earnings, and asset sales; and (vi) the Redevelopment Property Tax Trust Fund established by the County Auditor-Controller to the extent no other source of funding is available or payment from property tax is contractually or statutorily required; and

WHEREAS, the City of Moreno Valley (“City”), acting as the successor agency to the Former RDA (“Successor Agency”) has prepared a ROPS and an administrative budget covering the period July 1, 2023 through June 30, 2024 (“ROPS 23-24”); and

WHEREAS, the draft ROPS must be concurrently submitted to the County Administrative Officer, the County Auditor-Controller, the State Department of Finance, and the Countywide Oversight Board for County of Riverside (“Oversight Board”).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

1
Resolution No. SA 2022-XX
Date Adopted: December 6, 2022

Attachment: SA Resolution 2022-XX with Exhibits [Revision 2] (6017 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE

SECTION 1. RECITALS

That the foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. APPROVAL OF ROPS 23-24 AND ADMINISTRATIVE BUDGET

That the City Council acting on behalf of the Successor Agency hereby approve and adopt ROPS 23-24 and the related administrative budget, in substantially the form attached hereto as Exhibit "A" and Exhibit "B", respectively.

SECTION 3. TRANSMITTAL

That City staff, acting for the Successor Agency, is directed to transmit the ROPS 23-24 to the Oversight Board, County Administrative Officer, the County Auditor-Controller, and the State Department of Finance.

Section 4. OTHER ACTS

That the City Manager, acting for the Successor Agency, or his/her designee is hereby authorized to make minor modifications to the ROPS 23-24, and each officer of the City, acting for the Successor Agency, is hereby authorized and directed, jointly and severally, to execute and deliver such documents and instruments and to do such things which may be necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified, approved and confirmed. Such acts shall include, but shall not be limited to, reformatting of the ROPS 23-24 as may be required by the Department of Finance or Oversight Board.

Section 5. SEVERABILITY

That if any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council acting for the Successor Agency hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

Section 6. EFFECTIVE DATE

That this Resolution shall take effect immediately upon adoption.

2
Resolution No. SA 2022-XX
Date Adopted: December 6, 2022

Attachment: SA Resolution 2022-XX with Exhibits [Revision 2] (6017 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE

Section 7. CERTIFICATION

That the City Clerk acting for the Successor Agency shall certify to the passage of this Resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 6th day of December 2022.

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley
acting for Successor Agency

ATTEST:

Jane Halstead, City Clerk
acting for Successor Agency

APPROVED AS TO FORM:

Steve Quintanilla, Interim City Attorney
acting for Successor Agency

3
Resolution No. SA 2022-XX
Date Adopted: December 6, 2022

Attachment: SA Resolution 2022-XX with Exhibits [Revision 2] (6017 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2022-__ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 6th day of December, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

JANE HALSTEAD CITY CLERK

(SEAL)

4
Resolution No. SA 2022-XX
Date Adopted: December 6, 2022

Attachment: SA Resolution 2022-XX with Exhibits [Revision 2] (6017 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE

EXHIBIT "A"

ROPS 23-24 COVERING JULY 1, 2023 THROUGH JUNE 30, 2024

SEE ATTACHED

5
Resolution No. SA 2022-XX
Date Adopted: December 6, 2022

Attachment: SA Resolution 2022-XX with Exhibits [Revision 2] (6017 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE

**Recognized Obligation Payment Schedule (ROPS 23-24) -
Summary Filed for the July 1, 2023 through June 30, 2024 Period**

Successor Agency: Moreno Valley
County: Riverside

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	23-24A Total (July - December)	23-24B Total (January - June)	ROPS 23-24 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 1,660,607.50	\$ 1,642,291.50	\$ 3,302,899.00
F RPTTF	1,535,607.50	1,517,291.50	3,052,899.00
G Administrative RPTTF	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E)	\$ 1,660,607.50	\$ 1,642,291.50	\$ 3,302,899.00

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Attachment: SA Resolution 2022-XX with Exhibits [Revision 2] (6017 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE

**Moreno Valley
Recognized Obligation Payment Schedule (ROPS 23-24) -
ROPS Detail July 1, 2023 through June 30, 2024**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 23-24 Total	ROPS 23-24A (Jul - Dec)					23-24A Total	ROPS 23-24B (Jan - Jun)					23-24B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$56,902,442		\$3,302,899	\$-	\$-	\$-	\$1,535,607.50	\$125,000	\$1,660,607.50	\$-	\$-	\$-	\$1,517,291.50	\$125,000	\$1,642,291.50
2	2007 Special Tax Refunding Bonds - Towngate 87-1	Bonds Issued On or Before 12/31/10	11/29/2007	12/01/2021	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities	Original Area	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
3	Improvement Area No. 1 Special Tax Refunding Bonds	Bonds Issued On or Before 12/31/10	11/29/2007	10/01/2023	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area	67,153	N	\$67,153	-	-	-	33,576.50	-	\$33,576.50	-	-	-	33,576.50	-	\$33,576.50
5	2011 Refunding of 97 LRB Bonds	Revenue Bonds Issued After 12/31/10	01/01/2011	11/01/2022	Bank of America	Debt service payments for bonds issued to finance the construction of a public facility	Original Area	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
13	CalPERS Retirement Liability	Unfunded Liabilities	07/01/2012	07/01/2031	The California Public Employees' Retirement System (CalPERS)	Unfunded PERS Retirement Liability Acct	Original Area	193,971	N	\$13,855	-	-	-	13,855	-	\$13,855	-	-	-	-	-	\$-
14	Retiree Medical Trust (CERBT)	Unfunded Liabilities	07/01/2012	07/01/2031	California Employers' Retiree Medical Trust(CERBT)/CalPERS	Unfunded Retiree Medical Trust Acct	Original Area	62,466	N	\$4,461	-	-	-	4,461	-	\$4,461	-	-	-	-	-	\$-
17	Towngate Acquisition Note	Third-Party Loans	05/03/2004	06/30/2044	City of Moreno Valley	Participation Agreement	Original Area	17,426,841	N	\$1,400,000	-	-	-	700,000	-	\$700,000	-	-	-	700,000	-	\$700,000
19	Robertson's Ready Mix, Inc. OPA	OPA/DDA/ Construction	09/26/2006	06/30/2023	Robertson's Ready Mix, Inc.	Owner Participation Agreement	Original Area	857,011	N	\$60,550	-	-	-	30,275	-	\$30,275	-	-	-	30,275	-	\$30,275

Attachment: SA Resolution 2022-XX with Exhibits [Revision 2] (6017 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 23-24 Total	ROPS 23-24A (Jul - Dec)					23-24A Total	ROPS 23-24B (Jan - Jun)					23-24B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
24	Payroll Costs/ Operating Costs	Admin Costs	01/01/2015	06/30/2018	City of Moreno Valley/ Employees	Successor Agency's Payroll & Operating Costs	Original Area	250,000	N	\$250,000	-	-	-	-	125,000	\$125,000	-	-	-	-	125,000	\$125,000
88	2017 Refunding of the 2007 Tax Allocation Bonds Series A	Refunding Bonds Issued After 6/27/12	08/23/2017	08/01/2038	Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects		38,045,000	N	\$1,506,880	-	-	-	753,440	-	\$753,440	-	-	-	753,440	-	\$753,440

Attachment: SA Resolution 2022-XX with Exhibits [Revision 2] (6017 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE

Moreno Valley
Recognized Obligation Payment Schedule (ROPS 23-24) - Report of
Cash Balances July 1, 2020 through June 30, 2021
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
1	Beginning Available Cash Balance (Actual 07/01/20) RPTTF amount should exclude "A" period distribution amount.	-	-	-	-		
2	Revenue/Income (Actual 06/30/21) RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller	-	-	-		3,434,783	
3	Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)	-	-	-	-	3,684,658	
4	Retention of Available Cash Balance (Actual 06/30/21) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	-	-	-	-	-	
5	ROPS 20-21 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 20-21 PPA form submitted to the CAC			No entry required		201,520	
6	Ending Actual Available Cash Balance (06/30/21) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$	\$(451,395)	

Attachment: SA Resolution 2022-XX with Exhibits [Revision 2] (6017 : RESOLUTION OF THE CITY OF

**Moreno Valley
Recognized Obligation Payment Schedule (ROPS 23-24)
- Notes July 1, 2023 through June 30, 2024**

Item #	Notes/Comments
2	Will be retired 12/1/2021. Reserves will pay final debt service payment.
3	
5	Final maturity was 11/1/22; RPTTF for final payment received in 22/23 ROPS
13	
14	
17	
19	
24	
88	

Attachment: SA Resolution 2022-XX with Exhibits [Revision 2] (6017 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE

EXHIBIT "B"

ADMINISTRATION BUDGET COVERING JULY 1, 2023 THROUGH JUNE 30, 2024

SEE ATTACHED

6
Resolution No. SA 2022-XX
Date Adopted: December 6, 2022

Attachment: SA Resolution 2022-XX with Exhibits [Revision 2] (6017 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE

Exhibit "B"

Administrative Budget

Expense Classifications	FY 2022/23 Amended Budget	FY 2023/24 Proposed Budget
Salaries/Benefits	\$ 117,931	\$ 117,931
Professional Services	125,269	125,269
Administrative Expenses	6,800	6,800
Total Administrative Budget	\$ 250,000	\$ 250,000



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: December 6, 2022

TITLE: APPROVE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES FOR CITYWIDE GENERAL NUISANCE ABATEMENT SERVICES (AGMT NO. 2019-119)

RECOMMENDED ACTION

Recommendations:

1. Approve the First Amendment to the Agreement for professional services with Inland Empire Property Service, Inc;
2. Authorize the City Manager to execute the First Amendment to the Agreement for professional services with Inland Empire Property Service for citywide general nuisance and hazard abatement services;
3. Authorize an increase in the Purchase Order for Inland Empire Property Services, Inc. in the amount of \$275,000 for a total not-to-exceed of \$775,000 once the First Amendment has been signed by all parties; and
4. Authorize the City Manager to execute any subsequent related extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders in accordance with the terms of the Agreement, subject to approval of the City Attorney and the approved budget by City Council.

SUMMARY

This report recommends approval of the First Amendment to the Agreement for On-Site and/or Professional Services with Inland Empire Property Service, Inc. in an amount not-to-exceed \$775,000 for the remainder of the five-year term of the Agreement, in order to continue providing general nuisance and hazard abatement services through the duration of the Agreement June 30, 2024.

The City recovers the cost for hazard abatement services through property levies on the Riverside County Property Tax Roll each year. There is no additional impact on the General Fund.

DISCUSSION

The City has adopted codes that govern the use and maintenance of private property in order to enhance and protect the health, safety, and general welfare of the residents of Moreno Valley. Nuisance and hazard abatement services are required throughout the City by various Divisions, including Code & Neighborhood Services, Facilities Maintenance, Fire Prevention, Maintenance & Operations, Moreno Valley Electric Utility, and Parks Maintenance.

In June 2019, the Mayor and City Council awarded an Agreement for On-Site and/ or Professional Services for citywide general nuisance abatement services with a not-to-exceed fee of \$500,000. The contract is designed for use by all relevant department divisions and is currently managed by the Financial & Management Services Department Purchasing Division.

Prior to the June 2019 citywide Agreement, in December 2017, the Mayor and City Council approved an Agreement for hazard abatement services with Inland Empire Property Service, Inc. specifically for the Fire Department Fire Prevention Division, which expired on June 30, 2022.

Staff is recommending approval of the First Amendment for Professional Services with Inland Empire Services, Inc. to continue providing services for the duration of the agreement, amend Exhibit A to provide clarifying language for the scope of services, and amend Exhibit B to add language expanding City department responsibilities by specifying the authorization of work processes.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this report. *Staff recommends this alternative as it will facilitate uninterrupted general nuisance and hazard abatement services citywide.*
2. Do not approve and authorize the recommended actions in this report. *Staff does not recommend this alternative as it would cause interruption in the City's general nuisance and hazard abatement services.*

FISCAL IMPACT

The City recovers the cost for hazard abatement services through property levies on the Riverside County Property Tax Roll each year. Appropriations for nuisance and hazard abatement services contracted for by each department varies from year to year and are appropriated during the budget approval process. There is no additional impact on the

General Fund.

NOTIFICATION

Posting of the Agenda for the City Council meeting.

PREPARATION OF STAFF REPORT

Prepared By:
Shanna Palau
Senior Contracts Analyst

Department Head Approval:
Brian Mohan
Assistant City Manager

Concurred By:
Felicia London
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

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. First Amenment to agreement for Inland Empire Property Services, Inc.

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/23/22 9:52 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/28/22 4:02 PM

FIRST AMENDMENT TO AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “City,” and Inland Empire Property Services Inc., hereinafter referred to as “Contractor.” This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Contractor entered into an Agreement entitled “AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES,” hereinafter referred to as “Agreement,” dated September 1, 2019.

Whereas, the Contractor is providing professional general nuisance abatement services as required by City Ordinance.

Whereas, it is desirable to amend the Agreement to expand and clarify the scope of the work to be performed by the Contractor as is more particularly described in Section 1 of this First Amendment.

Whereas, it is desirable to amend the Agreement to expand and clarify City Responsibilities as is more particularly described in Section 1 of this First Amendment.

Whereas, it is desirable to amend the Agreement to increase the “Not to Exceed” limit as is more particularly described in Section 1 of this First Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Exhibit “A” of the Agreement is hereby amended by adding clarifying language to the Contractor’s Scope of Services. See Exhibit A.

1.2 Exhibit “B” of the Agreement is hereby amended by adding language which expands City Responsibilities. See Exhibit B.

FIRST AMENDMENT TO AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

1.3 Exhibit "C" of the Agreement is hereby amended by changing the total "Not-to-Exceed" fee for this contract to \$775,000 (\$500,000 for the original Agreement plus \$275,000 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

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

City of Moreno Valley

Inland Empire Property Services, Inc.

By: _____

By: _____

Mike Lee, City Manager

Title: _____

(President of Vice President)

Date: _____

Date: _____

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

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Department Head

By: _____

Title: _____

(Corporate Secretary)

Date: _____

Attachments:

- Exhibit A of First Amendment to Agreement
- Exhibit B of First Amendment to Agreement
- Exhibit C of First Amendment to Agreement

Attachment: First Amendment to agreement for Inland Empire Property Services, Inc. (6025 : APPROVE FIRST AMENDMENT TO AGREEMENT

FIRST AMENDMENT TO AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES**EXHIBIT A
CONTRACTOR'S SCOPE OF SERVICE**

1. This Agreement is for citywide nuisance abatement services. Contractor shall provide, at its own expense, all labor, material, and equipment necessary to safely and effectively perform nuisance abatement services.
2. To maintain consistency in the cost of abatement services performed, Contractor agrees to adhere to the pricing standards as stated in Exhibit D (Inland Empire Pricing List).
3. Quotes and proposals must be prepared in accordance with the request for service and be submitted to the City department representative prior to work being performed unless otherwise directed.
4. Nuisance and hazard abatement work will commence upon documented approval from a City department representative. Once commenced, all nuisance abatement work will continue without stoppage until complete. Most work must be complete within 7-days unless approved by City.
5. Work may include, but is not limited to, clearing and hauling weeds and debris; boarding up windows and door openings; and other general nuisance abatement.
6. All materials and completed work must meet local, county, state and federal codes and regulations. The Contractor will apply for and obtain all necessary City permits.
7. The contractor shall maintain and provide upon request, documentation for the following:
 - a. Total man hours spent performing handwork (such as timesheets).
 - b. Receipts for landfill use
8. The Contractor shall also provide a 24-Hour emergency contact phone number.
9. Upon completion of approved nuisance abatement work, the Contractor will provide an Abatement Package that will include the itemized invoice detailing all work performed, at least four (4) before and after photographs containing dates, and a map of the parcel.

FIRST AMENDMENT TO AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES**EXHIBIT B**

City's Responsibilities

1. The City of Moreno Valley is responsible for providing requests for service, access to sites to perform estimates and/or work and facilitating site visits.
2. Provide escorts at sites that require the presence of a City employee during work periods.
3. Authorized departments will provide purchase orders or other written authorization to confirm the approval of work.
4. Provide materials when the scope of work so indicates.
5. Fund all required City permits, excluding a City of Moreno Valley business license.

FIRST AMENDMENT TO AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

EXHIBIT C
Terms of Payment

1. The Contractor's compensation shall not exceed **\$775,000.00** over the total time period of the Agreement unless modified by an Amendment signed by all parties.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

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

Copies of invoices may be submitted to the Purchasing Division at

Purchasingdivision@moval.org or calls directed to (951) 413-

3190.

3. 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
4. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number

FIRST AMENDMENT TO AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

- B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.



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: Jeremy Bubnick, Parks & Community Services Director

AGENDA DATE: December 6, 2022

TITLE: AUTHORIZE AN AGREEMENT WITH MIRACLE
 RECREATION EQUIPMENT COMPANY FOR THE
 PURCHASE AND INSTALLATION OF PLAYGROUND
 EQUIPMENT FOR PARQUE AMISTAD AND HIDDEN
 SPRINGS PARK (PROJECT NO. 807 0004 50 57-3016).

RECOMMENDED ACTION

Recommendations:

1. Authorize an agreement with Miracle Recreation Equipment Company for the purchase and installation of Miracle Playground Equipment for Parque Amistad and Hidden Springs Park.
2. Authorize the issuance of a purchase order to Miracle Recreation Equipment Company for an amount up to \$422,787.85 (bid amount plus a 10% contingency) upon full execution of the agreement.
3. Authorize the Executive Director to execute the Agreement with Miracle Recreation Equipment and any subsequent related Extensions or Amendments to the Agreement and change orders to the contract, subject to the approval of the City Attorney.

SUMMARY

This report recommends entering into an agreement with Miracle Recreation Equipment Company for the purchase and installation of replacement playground equipment at Parque Amistad and Hidden Springs Park (Project No. 807 0004 50 57-3016).

City Staff recommends utilizing the cooperative purchase agreement between Sourcewell and PlayPower, Inc. (parent company for Miracle Recreation Equipment Company) in lieu of formal bidding, for the purchase and installation of Miracle Playground Equipment to replace the existing playground equipment as identified in City of Moreno Valley's Capital Improvement Plan for FY 2021-22 and 2022-23.

DISCUSSION

On June 1, 2021, the City Council approved the Capital Improvement Plan Budget for Fiscal Year FY 2021-22 & 2022-23 that included a Playground Replacement Project at Various Parks (Project No. 807 0004 50 57-3016).

The playground replacement project is intended to provide playground upgrades that comply to the Consumer Product Safety Commission (CPSC) regulations at various parks throughout the City. The two proposed locations are Parque Amistad and Hidden Springs Park. The scope of the project includes the removal of the existing playground equipment and installation of new playground equipment from Miracle Recreation Equipment Company. Miracle Recreation Equipment Company is a leading producer of innovative, durable, and inclusive play spaces for a variety of needs. Additionally, Miracle Recreation Equipment Company is part of the Parks and Community Services Department's specified standards for playgrounds.

City staff is recommending the use of a cooperative agreement between Sourcewell and PlayPower, Inc. (parent company of Miracle Recreation Equipment Company) in lieu of formal bidding, and as justification for entering into an agreement with Miracle Playground Equipment for this project.

The Sourcewell Contract #01521-LTS was competitively solicited and awarded to PlayPower Inc. (parent company of Miracle Recreational Equipment Company) thru RFP#010521 on February 15, 2021, and expires on February 17, 2025. Per the Moreno Valley Municipal Code, Section 3.12.260, "Where advantageous for the city and to the extent consistent with state law, the City Manager may authorize the Financial & Administrative Services Director or the Purchasing Manager to purchase supplies, materials, equipment or contractual services through legal, competitively awarded contracts with or of other governmental jurisdictions or public agencies, including California Multiple Award Schedules (CMAS) commonly referred to as "piggybacking," without further contracting, solicitation or formal bidding as described in this chapter. (Ord. 844 § 2,2012)".

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this Staff Report. **Staff recommends this alternative as it will allow for timely completion of the playground replacement projects at Parque Amistad and Hidden Springs Park.**
2. Do not approve and authorize the recommended actions presented in this staff

report and provide further direction to staff. **Staff does not recommend this alternative as it will delay the playground replacement projects at Parque Amistad and Hidden Springs Park.**

FISCAL IMPACT

This project is funded by Quimby In-Lieu Park Fees (Fund 2019). Budgeted in PCS Capital Proj. (Quimby) fund 3016. There is no impact to the General Fund.

Description	Fund	GL Account Project Number	Type	FY 22/23 Budget	Proposed Amendments	FY 22/23 Amended Budget
CIP	3016 PCS CAPITAL PROJ (QUIMBY)	3016-50-57-80007-720199 Proj. No. 807 0004-50-57-3016-99	Exp	\$409,437	\$13,351	\$422,788
Transfer In from Quimby In-Lieu Park Fees	3016 PCS CAPITAL PROJ (QUIMBY)	3016-99-99-93016-802019	Rev	\$0	\$13,351	\$13,351
Transfer to PCS CAP Project (Quimby)	2019 Quimby In-Lieu Park Fees	2019-99-99-92019-903016	Exp	\$0	\$13,351	\$13,351

PROJECT BUDGET:

PCS Capital Projects (Park Improvements)
 (Account 3016-50-57-80007-xxxxxx) (Project No. 807 0004 50 57-3016-06)
 Playground Equipment Agreement..... \$384,352.59
 Contingency ... \$ 38,435.26
Total Project Funds \$422,787.85

ANTICIPATED PROJECT SCHEDULE:

Notice to Proceed..... December 2022
 Start of Construction August 2023
 Construction Completion..... October 2023

NOTIFICATION

Posting of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
 Dan Monto
 Acting Parks Superintendent

Department Head Approval:
 Jeremy Bubnick
 Parks and Community Services Director

Concurred By:
Patty Yhuit
Sr. Management Analyst

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

Objective 5.5: Promote a healthy community and lifestyle.

Objective 6.2: Improve health, wellness and fitness for Moreno Valley youth through recreation and sports programs.

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

1. Parque Amistad Proposal
2. Hidden Springs Park Proposal
3. Sourcewell PlayPower Contract 010521
4. Agreement - Miracle Recreation Equipment Company

APPROVALS

Budget Officer Approval ✓ Approved 11/23/22 8:05 AM

City Attorney Approval
City Manager Approval

✓ Approved
✓ Approved

11/23/22 9:33 AM

2021

A.21.a

Parque Amistad Moreno Valley, CA



Miracle Playground Sales

9106 Pulsar Ct.

Suite C

Corona CA, 92883

Packet Pg. 632

Attachment: Parque Amistad Proposal (6021) : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY FOR THE PURCHASE AND



Attachment: Parque Amistad Proposal (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY FOR THE PURCHASE AND



R0036_44477593419



Miracle Playground Solutions



Attachment: Parque Amistad Proposal (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY FOR THE PURCHASE AND



Attachment: Parque Amistad Proposal (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY FOR THE PURCHASE AND



R0036_44477593419



Miracle Playground Solutions
Packet Pg. 635



Attachment: Parque Amistad Proposal (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY FOR THE PURCHASE AND



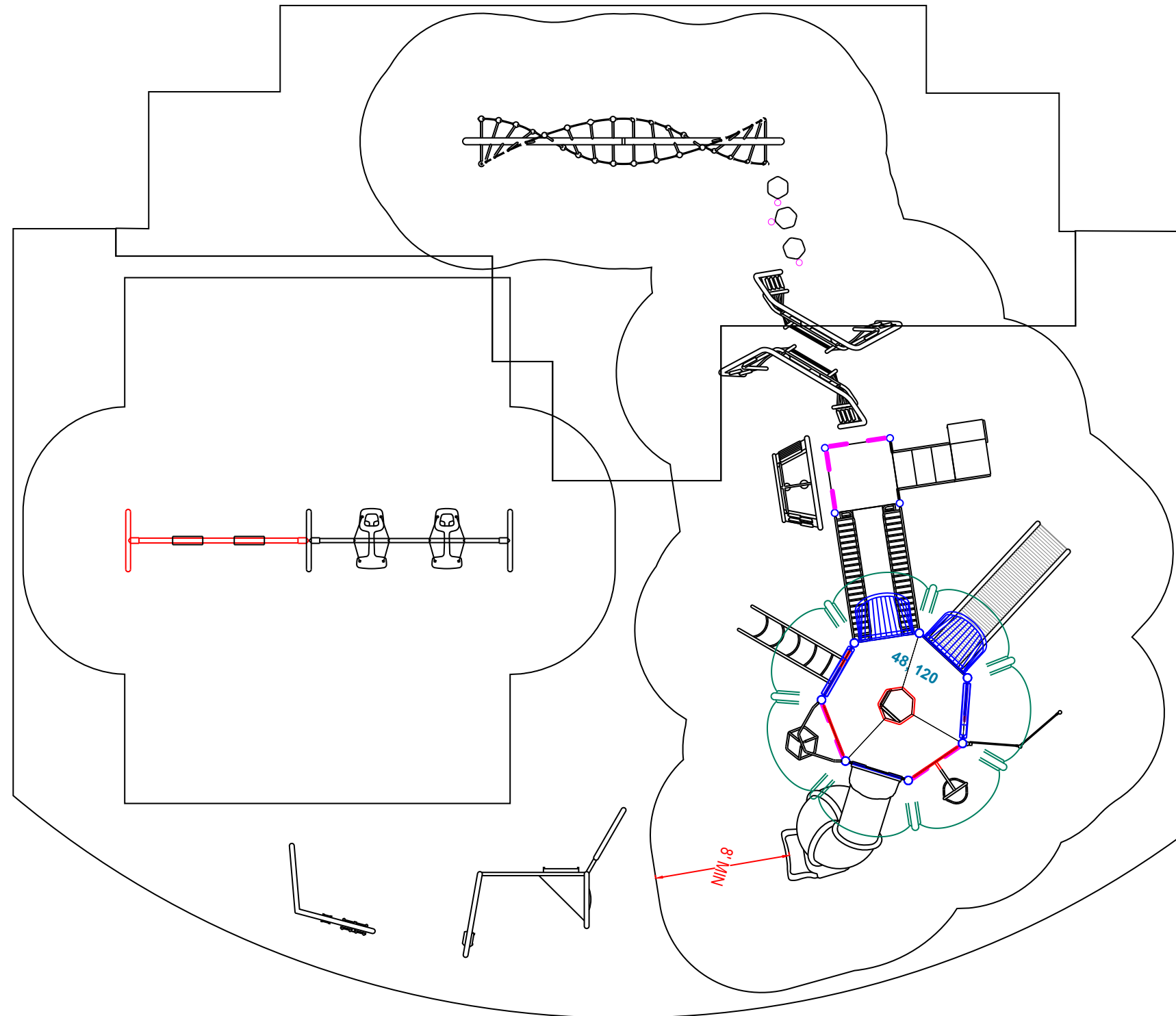
Miracle Playground Solutions

Parque Amistad Moreno Valley, CA

AGE GROUP:	5-12	
ELEVATED PLAY ACTIVITIES - TOTAL:	10	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	7	REQ'D 5
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0	REQ'D 0
GROUND LEVEL ACTIVITY TYPE:	6	REQ'D 3
GROUND LEVEL QUANTITY:	19	REQ'D 3

A.21.a

5-12
YEARS



To verify product certification, visit www.ipema.org



Attachment: Parque Amistad Proposal (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY FOR THE

MIRACLE PLAYGROUND SALES, INC.	
9106 Pulsar Ct Corona, CA	PHONE NO: (800) 264-7225 x102 FAX NO: (877) 215-3869
GROUND SPACE: 58'-0" x 51'-6"	
PROTECTIVE AREA: 70'-6" x 60'-0"	
DRAWN BY: Bryce Lawrence	DATE: 10/11/2021

R0036_44477593419	
✓	COMPLIES TO ASTM/CPSC
✓	COMPLIES TO ADA

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS



Miracle

Miracle Recreation Equipment Co

PO Box 734154
 Dallas TX 75373-4154 Web Site www.miracle-recreation.com
 Phone # 800-264-7225
 Fax # 951-676-8706
 E-mail sales@miracleplayground.com

**EFFECTIVE 10/1/18
 WE HAVE A NEW
 REMITTANCE ADDRESS!
 ALL PURCHASE ORDERS &
 PAYMENTS MUST BE MADE
 OUT TO:
 Miracle Recreation Equipment Co
 PO Box 734154
 Dallas, TX 75373-4154**

QUOTATION

Date	Quotation #
10/12/2021	2021-20377

Name/Billing Address	Ship To
City of Moreno Valley	

Project	Terms	Rep	FOB
Parque Amistad	Net 30	CS	

Item	Description	Qty	Rate	Total
Miracle	Miracle 5-12 Play Structure with 2 Bay Swing to Fit Existing Area	1	98,133.00	98,133.00
Freight	Commercial Freight	1	7,058.00	7,058.00
EXCLUSIONS	Footing calculations for playground equipment can be added for an additional fee if required, unloading, storage, installation, site work, safety surfacing		0.00	0.00

This Quote is Valid for 30 Days This quote shall not become binding until signed and delivered by both customer and Miracle Recreation "Miracle". To submit this offer, please sign and forward a complete copy of this quote via fax to 877-215-3869 or email sales@miracleplayground.com.	Subtotal	\$105,191.00
	Sales Tax (7.75%)	\$7,605.31
	Total	\$112,796.31

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by the customer in writing or otherwise, as materials alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net 30 days from invoice with approved credit and all charges are due and payable in full at PO Box 734154 Dallas TX 75373-4154 unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the equipment at its own expense. Purchase orders and payments should be made to Miracle Recreation.

Signature _____

Attachment: Parque Amistad Proposal (6021) : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY FOR THE



The Fibar Group LLC
 80 Business Park Dr
 Suite 300
 Armonk, NY 10504-1705

E-mail sales@miracleplayground.com
 Web Site www.fibar.com

Estimate

Date	Estimate #
10/12/2021	10-4169

Phone # 800-264-7225 Fax # 877-215-3869

Name / Address
City of Moreno Valley

Project	Terms	Rep	FOB
Parque Amistad	Net 30	Char	Factory

Item	Description	Qty	Rate	Total
Fibar	Fibar System 312 for 3829 Sqft Includes: Engineered Wood Fiber Fibar Felt Fibar Drain (6) Fibar Mats	1	8,860.00	8,860.00T
Freight	Commercial Freight	1	732.00	732.00
Installation	Blow In Installation	1	5,348.00	5,348.00T
Blow In Exclusions	EXCLUDES: Storage, site work, Installation of under layments, fees & permits. NOTE: Blow In Truck needs to be within 250 feet of area to blow in Other Fibar components; mats, Fibar Drain, Fibar cloth are delivered by common carrier.		0.00	0.00T

This quote is valid for 30 days Terms: all Municipalities and School Districts have Net 30 terms. All other agencies need to apply for credit terms and will be issued termed after credit review. Deposits are generally required. CREDIT CARD PAYMENTS ARE ACCEPTED AND WILL BE CHARGED AN ADDITIONAL 3% FEE.	Subtotal	\$14,940.00
	Sales Tax (7.75%)	\$1,101.12
	Total	\$16,041.12

Signature _____

Attachment: Parque Amistad Proposal (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY FOR THE

ORTCO, INC.

License #657695

2163 N. Glassell Street
 Orange, CA 92865
 714 998-3998
 714 998-3996 Fax
 DIR #1000001641

QUOTE

DATE	QUOTE #
10/6/2021	2021-1034

NAME / ADDRESS
CITY OF MORENO VALLEY 14177 FREDERICK ST. P.O. BOX 88005 MORENO VALLEY, CA 92552-0805

PROJECT
PARQUE AMISTAD

ITEM	DESCRIPTION	QTY	COST	TOTAL
DEMO	DEMO AND DISPOSE OF EXISTING EQUIPMENT		4,500.00	4,500.00
DEMO	DEMO AND DISPOSE OF EXISTING RUBBER AND SUB BASE MATERIALS. APPROXIMATELY 1,020 SQFT.		8,160.00	8,160.00
DEMO	DEMO AND DISPOSE OF EXISTING WOOD CHIPS. APPROXIMATELY 2,809 SQFT.		4,213.00	4,213.00
RAMP	CONSTRUCT ADA FLUCTUATION RAMP		1,050.00	1,050.00
INSTALL	INSTALLATION ONLY OF MIRACLE RECREATION EQUIPMENT - REFER TO MREC DRAWING R0036_44477593419 TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ORTCO IS A MREC CERTIFIED INSTALLER		45,795.00	45,795.00
FIBAR	INSTALLATION ONLY OF FIBAR 312 SYSTEM. APPROXIMATELY 3,829 SQFT. FABRIC UNDERLAYMENT AND SUPERVISE BLOW IN SERVICE.		4,329.00	4,329.00
EXCLUSIONS	EXCLUSIONS: DELIVERY/UNLOADING, DEMO AND/OR REMOVAL OF ANY EXISTING EQUIPMENT OR STRUCTURES, SAFETY SURFACING, ASPHALT, CONCRETE, BORDERS, CURBS, SUB-BASE AND COMPACTION. ANY OTHER ITEMS OTHER THAN THOSE SPECIFICALLY STATED IN THIS QUOTE. PERMITS NOT INCLUDED. AREA TO BE CLEAR & LEVEL. UNDERGROUND UTILITIES MUST BE MARKED. NOT RESPONSIBLE FOR DELAYS CAUSED BY WEATHER.			
IF YOU HAVE ANY QUESTIONS PLEASE CALL BILLY POLICE AT 714.998.3998			TOTAL	

SIGNATURE

Attachment: Parque Amistad Proposal (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY FOR THE

ORTCO, INC.

License #657695

2163 N. Glassell Street
Orange, CA 92865
714 998-3998
714 998-3996 Fax
DIR #1000001641

QUOTE

DATE	QUOTE #
10/6/2021	2021-1034

Attachment: Parque Amistad Proposal (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY FOR THE

NAME / ADDRESS
CITY OF MORENO VALLEY 14177 FREDERICK ST. P.O. BOX 88005 MORENO VALLEY, CA 92552-0805

PROJECT
PARQUE AMISTAD

ITEM	DESCRIPTION	QTY	COST	TOTAL
DIR REQUIREME...	WHEN REQUIRING CERTIFIED PAYROLL TO BE UPLOADED ON THE DIR WEBSITE, PLEASE FORWARD YOUR DIR PROJECT NUMBER TO US ALONG WITH YOUR PO BEFORE COMMENCEMENT OF THE PROJECT SO WE MAKE SURE WE ARE COMPLIANT IN SUBMITTING ALL PAYROLLS IN A TIMELY MANNER.			
ADDTL INSURA...	DIRECT COST FOR ANY ADDITIONAL INSURANCE ABOVE AND BEYOND 1 MILLION FOR GL, WC, AUTO, AND UMBRELLA WILL BE CHARGED DIRECTLY TO CUSTOMER , IF REQUIRED BY CONTRACT.			
PRICES	PRICES ARE GOOD FOR 60 DAYS			
IF YOU HAVE ANY QUESTIONS PLEASE CALL BILLY POLICE AT 714.998.3998		TOTAL		\$68,047.00

SIGNATURE _____



Hidden Springs Park - Moreno Valley - Miracle Play Structure



Attachment: Hidden Springs Park Proposal (6021) : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY FOR



Attachment: Hidden Springs Park Proposal (6021 : AUTHORIZE AN





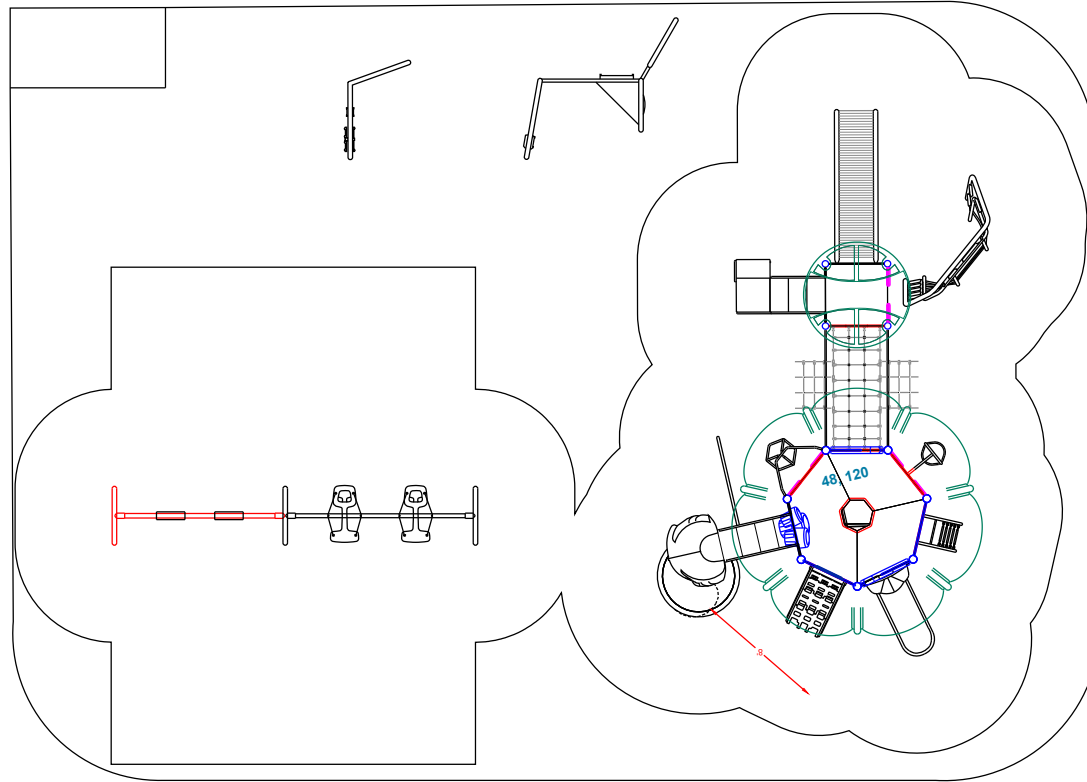
Attachment: Hidden Springs Park Proposal (6021 : AUTHORIZE AN



Hidden Springs Park Moreno Valley, CA

AGE GROUP: 5-12
 ELEVATED PLAY ACTIVITIES - TOTAL: 12
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 4
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 4
 ELEVATED PLAY ACTIVITIES TYPE: 4
 GROUND LEVEL ACTIVITY TYPE: 14
 GROUND LEVEL QUANTITY: 4

A.21.b



Attachment: Hidden Springs Park Proposal (6021 : AUTHORIZE AN AGREEMENT

MIRACLE PLAYGROUND SALES, INC.
 9106 Pulsar Ct
 Corona, CA
 PHONE NO: (800) 264-7225 x102
 FAX NO: (877) 215-3869

GROUND SPACE: 57'-0" x 42'-0"
 PROTECTIVE AREA: 69'-6" x 48'-6"
 DRAWN BY: Bryce Lawrence
 DATE: 9/21/2021

R0036_44460632714

COMPLIES TO ASTM/CPSC

COMPLIES TO ADA

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SYSTEM IS REQUIRED UNDER & AROUND THE PLAY COMPONENTS.

Packet Pg. 647



Payment Address
 PO Box 734154
 Dallas TX 75373-4154
 Phone # (800) 264-7225
 Fax # (877) 215-3869
 sales@miracleplayground.com
 www.miracle-recreation.com

Estimate Number	MREC 2846
Estimate Date	Sep 29, 2022
Expiration Date	Dec 28, 2022

Customer	Moreno Valley - Where dreams soar
Name	Daniel Monto
Phone	+19514133711
Email	danielm@moval.org

Sales Rep	Charlotte Smith
Email	charlotte@miracleplayground.com

Payment Terms	Net 30
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Project Name	Hidden Springs Park - Moreno Valley - Miracle Play Structure
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Description	Quantity	Total
MREC 5-12 Miracle 5-12 Play Structure with Freestanding Swings and Miracle Museum Drawing Number R0036_44460632714	1	\$92,172.00
Fibar Fibar System 312 for 3431 Sqft at 12" Depth Includes: Engineered Wood Fibar Fibar Felt Fibar Drain (7) Fibar Mats	1	\$9,643.75
		\$101,815.75

Attachment: Hidden Springs Park Proposal (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY FOR

7.75% Sales Tax **\$7,890.72**

Product Total \$109,706.47

Attachment: Hidden Springs Park Proposal (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY FOR

Description	Quantity	Rate
Freight Miracle Shipping and Handling Charges for Miracle Recreation Equipment. All prices are FOB Monett MO.	1	\$6,921.00
		\$6,921.00
Fibar		
Freight Fibar	1	\$864.96
Blow In Installation	1	\$5,651.92
		\$6,516.88
Installation		
Mobilization Mobilize Equipment and Materials	1	\$1,590.00
Demolition DEMO AND DISPOSE OF EXISTING EQUIPMENT	1	\$3,710.00
Demolition DEMO AND DISPOSE OF EXISTING WOOD CHIPS. APPROXIMATELY 3,431 SQFT.	1	\$5,454.76
Installation INSTALLATION ONLY OF MIRACLE RECREATION EQUIPMENT - REFER TO MREC DRAWING R0036_44460632714 TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ORTCO IS A MREC CERTIFIED INSTALLER	1	\$43,846.90
Surfacing INSTALLATION ONLY OF FIBAR 312 SYSTEM. APPROXIMATELY 3,431 SQFT. FABRIC UNDERLAYMENT AND SUPERVISE BLOW IN SERVICE.	1	\$4,134.00
		\$58,735.66

Tax \$0.00

Shipping, Handling and Non Taxable Services Total \$72,173.54

Pricing based on Miracle Recreation's Sourcewell contract #01521-LTS
(formerly known as NJPA)

Grand Total	\$181,880.01
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NOTES AND EXCLUSIONS:

- This estimate shall not become binding until signed and returned for approval.
- A signature indicates acceptance of all terms, conditions, and prices listed.
- A signed quote will not substitute for a Purchase Order if one is required by the Customer. **Make purchase orders out to Miracle Recreation.**
- Exclusions: All Unloading, Storage, Installation, Site Work, Fees & Permits, outside of the quoted above.
- Footing calculations for playground equipment can be added for an additional fee if required
- **All signed quotes and/or purchase orders should be emailed to sales@miracleplayground.com or faxed to 877-215-3869. Hard copies can be mailed to Miracle Playground Sales 9106 Pulsar Ct Suite C Corona, CA 92883**

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by the customer in writing or otherwise, as material alterations, and all such terms shall be void. The customer authorizes Miracle to ship the equipment and pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via a common carrier designated by Miracle. The customer agrees to pay all additional service charges for past due invoices per the terms listed above. The customer must provide proper tax exemption certificates to Miracle and promptly pay and discharge all applicable taxes, license fees, levies, and dismiss other impositions on the equipment at its sole expense.

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Attachment: Hidden Springs Park Proposal (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY FOR

All installation services quoted above are by ORTCO, INC.

License #657695

DIR #1000001641

Ortco is a factory-certified installer for Miracle Recreation Equipment Company and Poligon.

- ALL UNDERGROUND UTILITIES MUST BE CLEARLY MARKED.
- ANY DELAYS DUE TO UNMARKED UNDERGROUND UTILITIES WILL BE AN ADDITIONAL CHARGE.
- ANY ADDITIONAL WORK OR DELAYS CAUSED BY UNFORESEEN ROCK CONDITIONS WILL BE CHARGED ACCORDINGLY.
- WHEN REQUIRING CERTIFIED PAYROLL TO BE UPLOADED ON THE DIR WEBSITE, PLEASE FORWARD YOUR DIR PROJECT NUMBER TO US ALONG WITH YOUR PO BEFORE COMMENCEMENT OF THE PROJECT SO WE MAKE SURE WE ARE COMPLIANT IN SUBMITTING ALL PAYROLLS IN A TIMELY MANNER.
- DIRECT COST FOR ANY ADDITIONAL INSURANCE ABOVE AND BEYOND 1 MILLION FOR GL, WC, AUTO, AND UMBRELLA WILL BE CHARGED DIRECTLY TO CUSTOMER, IF REQUIRED BY CONTRACT.
- ALL ITEMS OTHER THAN THOSE SPECIFICALLY QUOTED ABOVE ARE EXCLUDED.

WHY MIRACLE[®]



Attachment: Hidden Springs Park Proposal (6021) : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY

Miracle brings you the thrills of a lifetime.

Miracle is one of the nation’s first and most innovative playground equipment manufacturers. We first began shaping the future of play in 1927 when our founder Johnnie Ahrens created the Whirl — a tilting, kid-powered merry-go-round — based on the timeless insight that, **“Kids want action.”**

That same inspiration has driven more than 90 years of innovation, including the introductions of the first fiberglass slide (1963), the 25-foot Mega Tower® (2000s), and the Avalanche Inclusive Slide (2015). Our latest advance, the Extreme Generation adventure playground, delivers challenging physical events for kids seeking extreme play. Its design brings play to new heights, with innovative, fully-enclosed skyways that provide elaborate rope-course-inspired activities far above ground, safely adding an element of perceived risk to any play space. This never-ending dedication to innovation is the reason why, even after more than 90 years, the Miracle legacy remains focused on building yours.

The Miracle Advantage

We believe the experience of building a playground should be as intuitive as playing on it. From design, specification, funding, purchasing and installation, we’ll be with you every step of the way. Our customized design process is free because there should never be a charge to dream.

Let’s get you started by envisioning a playground that is meant for your community and right for your budget. It’s why our legacy has always been about building yours.

VERSALOK®

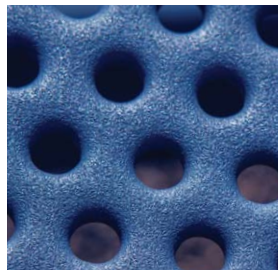
Our clamp design eliminates the need for stacking multiple clamps and features a stainless steel tamper resistant fastener.



COMPOUNDED RESIN
Provides superior strength and durability, advanced color fastness and UV resistance.

GATOR GRIP®

The 3D textured pattern makes it easy for kids to make their next moves.



MIRA-THERM™
This textured vinyl coating for deck surfaces helps prevent rapid heat transfer, while the hole pattern keeps little fingers safe.



SAFETY

We’re committed to providing equipment that meets and/or exceeds the performance safety specifications established by organizations such as ASTM, CPSC, CSA, CPSIA, IPEMA and EN. To verify product certification, visit www.ipema.org.



Color Choices

Rock-ite® Plastic Colors

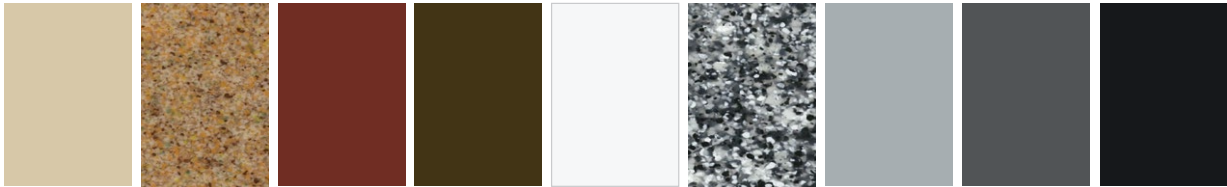
Roofs, Slides, Big Timber® Components, Crawl Tubes, Bongos™, Bumpers and Panels.



Red Yellow Tropical Yellow Orange Lime Chartreuse Green Forest Green



Teal Sky Cyan Blue Cobalt Lavender Plum Burgundy



Beige Brownstone Brown Dark Brown White Graystone Light Gray Gray Black (Roofs Only)

Miracle Swing Seat Colors



Yellow Red Royal Blue Forest Green Sand Black

Mira-Lene™ Panel Colors



Red-Sand Red-Yellow Yellow-Sand Yellow-Blue Yellow-Black Orange-Sand



Lime-Sand Forest Green-Sand Plum-Sand Blue-Sand Blue-Yellow Blue-White Cobalt-Sand



Beige-Forest Green Beige-Red Beige-Gray Dark Brown-Sand Gray-Black Black-White White-Black

Attachment: Hidden Springs Park Proposal (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY

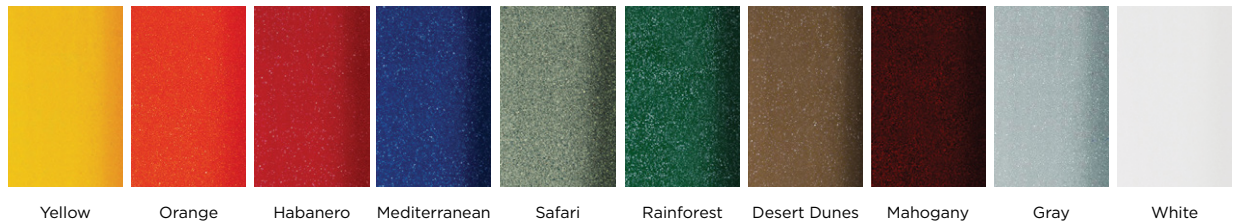
Mira-Cote™ Powder-Coated Painted Metal Colors

Posts, Arches, Swings and Accents (Railings & Climbers).



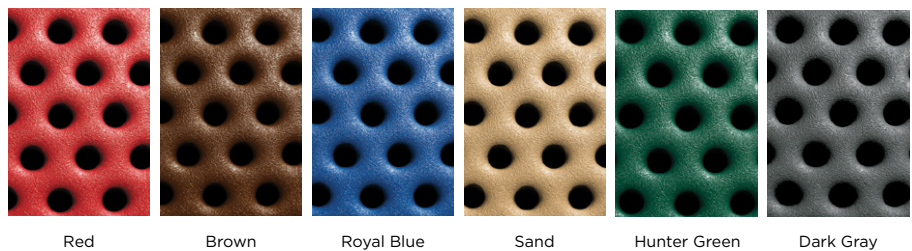
Mira-Cote™ Antimicrobial Painted Metal Colors

This proprietary treatment helps minimize bacterial mold, algae growth and stains.



Mira-Therm™ Textured Colors

Mira-Therm coatings for Decks, Steps, Ramps, Bridges and Cargo Climbers are available in either orthophtalate-free Mira-Therm 2 (vinyl) or Mira-Therm PE (polyethylene)-based coatings with Antimicrobial enhancements.



Miracle® uses high quality materials and state of the art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. So Miracle® does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration. Actual colors in catalog may vary due to four color printing process.

Attachment: Hidden Springs Park Proposal (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT COMPANY

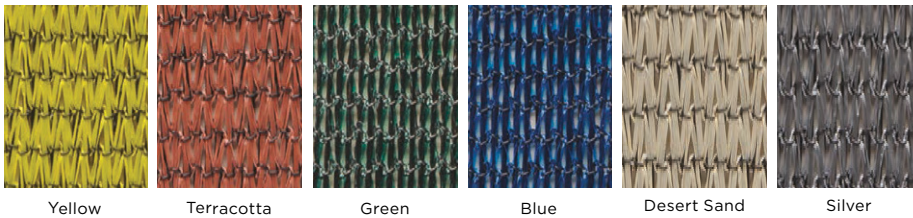
Color Choices

Shade Fabric Colors

SHADESURE™ Fabrics *Passes: NFPA 701 / ASTM-E84*

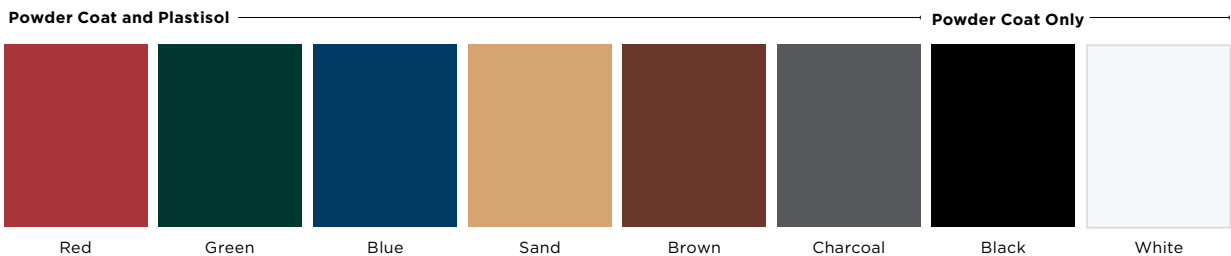


COLOURSHADE® Fire Retardant Fabrics *Passes: NFPA 701 / ASTM-E84 / OSFM TITLE 19*

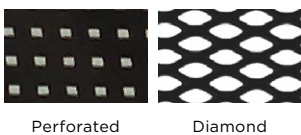


Site Furnishing Colors

Amenities receive a durable color coating that will not rust, crack, peel, or warp. Choose a powder coat color for framework and plastisol coating for table tops, seats, and backs.

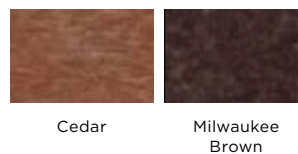


Site Furnishing Patterns



Slat and Rib patterns (not shown) available in select site furnishing products.

Recycled Plastic Colors



Warranty

Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

Buyer agrees that products sold by Miracle Recreation Equipment Company carry only the following warranties:

1. LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Aluminum deck posts, steel deck posts, VersaLok® fastening system, cast aluminum parts, and stainless steel hardware.
2. LIMITED FIFTEEN (15) YEAR WARRANTY: All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
3. LIMITED TEN (10) YEAR WARRANTY: Fabric shade steel frames, and Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
4. LIMITED EIGHT (8) YEAR WARRANTY:
 - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
 - Play Terrain Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
 - Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
5. LIMITED FIVE (5) YEAR WARRANTY:
 - Heavy duty diamond barrier mesh and Kidrox™ Climbing Rocks.
 - Mira-Therm™ PVC coating and PE coating against cracking or peeling.
 - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
 - GFRP (Glass Fiber Reinforced Polymer) Products.
 - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).
6. LIMITED THREE (3) YEAR WARRANTY: Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
7. LIMITED ONE (1) YEAR WARRANTY:
 - Slashproof Swing Seats, 360° Bucket Tot Swing Seats, and Tuff Net no climbing mesh.
 - Pool slide support structures, stairways, landings and railings.
 - All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

LIMITATIONS: All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller, and are not transferrable.

Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions.

Warranties specifically do not cover Miracle products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Miracle parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere, without pre-approval by Miracle;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

Certifications



Intertek

- ISO 9001 Certification: The International Standards Organization is a network of national standard institutes from 146 countries that work in partnership with international organizations, governments, industry, business, and consumer representatives to develop universal standards for quality, environmental, and management processes.



- The space requirements in this catalog are shown to ASTM standards. Requirements for other standards may be different.



- European Norm EN-1176. Miracle® offers playgrounds that have been certified by TÜV Product Service, the recognized testing house designated by the European Union. This certification demonstrates compliance with the European Harmonized Standard for Commercial Play Equipment, EN 1176.



Intertek

- The Miracle Recreation Equipment company has been certified to 14001:2015 for its environmental management system.



- IPEMA Member: Miracle® is a member in good standing of the International Play Equipment Manufacturer's Association (IPEMA), a member-driven international trade organization which represents and promotes an open market for manufacturers of play equipment.



- Canadian Welding Bureau Certified

- In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.

- In the Interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification program whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates a surfacing manufacturer's certification of conformance to ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion, Section 4.2; ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion (in its entirety); ASTM F3351, Standard Test Method for Impact Testing In Laboratory at Specified Test Height; and for an engineered wood fiber manufacturer its certification of conformance, also to ASTM F2075, Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment; and for a Loose Fill Rubber manufacturer its certification of conformance, also to ASTM F3012, Standard Specification for Loose Fill Rubber for Use as a Playground Safety Surface under and around Playground Equipment. A list of current validated products, their thickness and critical height may be viewed at www.ipema.org.

**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.
- D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **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 C.F.R. § 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 C.F.R. § 3, "Contractors and Subcontractors 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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions 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. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

PlayPower, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

DocuSigned by:
W. Todd Brinker
B286C633F68749C...
By: _____
W. Todd Brinker
Title: Senior Vice President Global Sales & Marketing Outdoor Play

2/15/2021 | 10:36 PM CST
Date: _____

2/15/2021 | 2:23 PM CST
Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
2/15/2021 | 10:46 PM CST
Date: _____

Attachment: Sourcewell PlayPower Contract 010521 (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name: PlayPower
 Address: 11515 Vanstory Drive
 Suite 100
 Huntersville, NC 28078
 Contact: Christine Stepp
 Email: christine.stepp@playpower.com
 Phone: 570-259-5466
 HST#: 431681424

Submission Details

Created On: Tuesday November 17, 2020 12:27:42
 Submitted On: Tuesday January 05, 2021 16:13:14
 Submitted By: Christine Stepp
 Email: christine.stepp@playpower.com
 Transaction #: 21ef8062-9c3f-45fb-8ccb-e615e3baf910
 Submitter's IP Address: 149.20.204.131

Attachment: Sourcewell PlayPower Contract 010521 (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	PlayPower, Inc.
2	Proposer Address:	11515 Vanstory Drive #100, Huntersville, NC 28078
3	Proposer website address:	www.PlayPower.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	W. Todd Brinker Senior Vice President, Global Sales & Marketing Outdoor Play 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 704-576-7928
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Stepp Sales, Marketing and Contract Administrator 1000 Buffalo Road, Lewisburg, PA 17837 570-522-5441
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Wilhite – EZ Dock Phone: 417 -737-2110 Email: Bill.Wilhite@playpower.com Brett Kidd - Little Tikes Commercial Phone: 678-432-0077 Cell: 573-701-2236 Email: Brett.Kidd@playpower.com Mike Sutton – Miracle Recreation Phone: 724-458-4986 Cell: 715-922-8707 Email: Mike.Sutton@playpower.com Jennifer Smith Phone: 225-907-4749 Cell: 225-424-8843 Email: Jennifer@nofault.com David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com Christine Stepp – PlayPower Phone: 527-259-5466 Email: Christine.Stepp@playpower.com Brock Hodge - Soft Play Phone: 704-948-3430 Mobile: 704-904-4067 Email: Brock.Hodge@playpower.com Kevin Spence – USA Shade Phone: 214-269-4112 Mobile: 214-587-9397 Email: kevin.spence@USA-Shade.com Dan Sullivan – Wabash Valley Phone: 813-760-0382 Email: daniel.sullivan@playpower.com

Attachment: Sourcewell PlayPower Contract 010521 (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>PlayPower, Inc. is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal water craft, innovative surfacing products and indoor contained play structures. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland and Scotland. PlayPower's VISION is to be the leader in creating legendary play and recreation experiences around the world. PlayPower's MISSION is to design and manufacture fun and safe play and recreation equipment for all ages and abilities. We will be recognized as the leader for inspiring and creating innovative products and providing superior customer service. We will leverage our brands globally to the benefit of those who use our products and to our customers, employees, and shareholders. PlayPower VALUES honesty and integrity, respect and caring for others, openness and collaboration, individual and team accountability, passion and purpose. PlayPower began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include:</p> <ul style="list-style-type: none"> o Miracle Recreation Equipment Company o Little Tikes Commercial o Playworld o Wabash Valley o EZ Dock o USA Shade & Fabric Structures o Soft Play o Playtime o No Fault o Tayplay o HAGS (international only) <p>PlayPower's companies are leaders in the markets in which they serve and in combination, have HUNDREDS of years of experience bringing play and recreation to life.</p>
8	What are your company's expectations in the event of an award?	<ul style="list-style-type: none"> • We will launch our contract heavily by targeting Sourcewell members with all of our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault • We will continue to lead Sourcewell as our North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows • Our expectation, with having multiple brands in our portfolio, and as a turnkey solution, PlayPower's Sourcewell contract sales would exceed \$100M over the term of the contract.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the PlayPower Holdings Inc. and Subsidiaries 2019 Final pdf attached to this response.
10	What is your US market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's Outdoor Playground equipment market share is approximately 33.0% in the United States.
11	What is your Canadian market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's market share is 26.0% in Canada.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

Attachment: Sourcewell PlayPower Contract 010521 (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>PlayPower, Inc. Is a manufacturer of Recreation and Playground Equipment, Accessories and Supplies. PlayPower Inc., with a few exceptions of direct sales representatives, operates with independent representatives/dealers that cover all areas of North America and Internationally. All representatives, as contractually responsible, sell, deliver and coordinate installation of all products proposed within this RFP. In addition, PlayPower's installers are factory certified to repair and service PlayPower's recreation and playground equipment, accessories, and supplies.</p>
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>PlayPower is licensed to sell in all 50 states, 10 provinces and globally. We are committed to provide Sourcewell and their members a safe, enjoyable, positive environment to play and grow. Our commitment to provide such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines, we also actively participate in ASTM and CPSC development, and are active members of IPEMA. Our employees, sales representatives, distributors, dealers and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. They have the knowledge and experience to provide positive recreation and play environments that offer challenge and maximum play value for children of all ages and abilities.</p> <p>In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logos in all of PlayPower's outdoor brand catalogs signifies PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's web site to confirm product certification.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None</p>

Attachment: Sourcewell PlayPower Contract 010521 (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																																																				
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> • PlayForm 7 – Playworld – 2016 IDEA Silver Award. Recognized by Architect’s newspaper best products of 2016 award • PlayCubes – Playworld – Winner of Architectural Records 2016 Product of the Year • The Chicago Athenaeum: Museum of Architecture and Design awarded Playworld with The Good Design Award for PlayCubes, published in the Good Design Yearbook for 2019-2020. • NRPA Best Booth – Miracle - 2018 																																																				
17	What percentage of your sales are to the governmental sector in the past three years	PlayPower percentage of sales to the government sector as as follows: 2020 - 62% 2019 - 66% 2018 - 71%																																																				
18	What percentage of your sales are to the education sector in the past three years	PlayPower percentage of sales to the education sector are as follows: 2020 - 29% 2019 - 25% 2018 - 22%																																																				
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table border="1"> <thead> <tr> <th></th> <th>2018</th> <th>2019</th> <th>2020</th> </tr> </thead> <tbody> <tr> <td>CMAS</td> <td>\$429,901.58</td> <td>-</td> <td>-</td> </tr> <tr> <td>COA</td> <td>-</td> <td>\$205,565.74</td> <td>\$55,895.35</td> </tr> <tr> <td>COSTARS</td> <td>\$102,812.68</td> <td>\$376,404.54</td> <td>\$351,116.88</td> </tr> <tr> <td>DE USAGE</td> <td>\$5,690.00</td> <td>\$17,322.82</td> <td>\$10,690.00</td> </tr> <tr> <td>NJ STATE</td> <td>\$295,687.34</td> <td>\$442,753.06</td> <td>\$239,850.35</td> </tr> <tr> <td>PREP</td> <td>-</td> <td>\$237,565.00</td> <td>\$561,812.00</td> </tr> <tr> <td>SOURCEWEL</td> <td>\$38,840,671.82</td> <td>\$29,092,389.51</td> <td>\$26,043,818.71</td> </tr> <tr> <td>HGAC</td> <td>\$1,192,953</td> <td>\$236,858</td> <td>\$87,436</td> </tr> <tr> <td>NASPO</td> <td>\$2,256,692</td> <td>\$946,192</td> <td></td> </tr> <tr> <td>\$288,288</td> <td></td> <td></td> <td></td> </tr> <tr> <td>KPN</td> <td></td> <td>\$212,068</td> <td>\$15,496</td> </tr> <tr> <td>\$2,703</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		2018	2019	2020	CMAS	\$429,901.58	-	-	COA	-	\$205,565.74	\$55,895.35	COSTARS	\$102,812.68	\$376,404.54	\$351,116.88	DE USAGE	\$5,690.00	\$17,322.82	\$10,690.00	NJ STATE	\$295,687.34	\$442,753.06	\$239,850.35	PREP	-	\$237,565.00	\$561,812.00	SOURCEWEL	\$38,840,671.82	\$29,092,389.51	\$26,043,818.71	HGAC	\$1,192,953	\$236,858	\$87,436	NASPO	\$2,256,692	\$946,192		\$288,288				KPN		\$212,068	\$15,496	\$2,703			
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20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table border="1"> <thead> <tr> <th></th> <th>2019</th> <th>2018</th> <th>2017</th> </tr> </thead> <tbody> <tr> <td>GS-03F-072GA</td> <td>Miracle Recreation</td> <td>\$14,061</td> <td>\$94,426</td> <td>\$157,563</td> </tr> <tr> <td>GS-03F-055AA</td> <td>Little Tikes Commercial</td> <td>\$41,812</td> <td>\$12,788</td> <td>\$74,698</td> </tr> <tr> <td>GS-03F-0071T</td> <td>Playworld</td> <td>\$8,680</td> <td>\$78,008</td> <td>\$84,356</td> </tr> <tr> <td>GS-03F-0001U</td> <td>USA Shade</td> <td>\$75,248</td> <td>\$183,919</td> <td></td> </tr> <tr> <td>\$246,227</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		2019	2018	2017	GS-03F-072GA	Miracle Recreation	\$14,061	\$94,426	\$157,563	GS-03F-055AA	Little Tikes Commercial	\$41,812	\$12,788	\$74,698	GS-03F-0071T	Playworld	\$8,680	\$78,008	\$84,356	GS-03F-0001U	USA Shade	\$75,248	\$183,919		\$246,227																											
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Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Saugus Union School District	Lori Rubenstein – Director of Project Maintenance	661-294-5300 (ext. 5154)
Houston County BOE	Bill Dollar – Director of Maintenance	478-447-9301
Northside ISD	Linda Seewald – Coordinator Physical Education and Health	210-397-8630

Attachment: Sourcewell PlayPower Contract 010521 (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
ABC Unified School District School	Education	California - CA	Surfacing	\$580,000	\$580,000
Northside ISD	Education	Texas - TX	Playground Equipment	\$25,000	\$1,200,000
Fulton County School District	Education	Georgia - GA	Playground Equipment	\$16,666	\$1,200,000
MS/FEMA CDC Grant	Government	Mississippi - MS	Playground Equipment	\$15,833	\$3,800,000
NASA	Government	Florida - FL	Indoor Play Equipment	\$2,200,000	#2,300,000

Attachment: Sourcewell PlayPower Contract 010521 (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION EQUIPMENT

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	PlayPower’s 700+ professional sales representatives/distributors/dealers are eager to provide service to Sourcewell members. Our large portfolio and sales network provides a significant advantage for Sourcewell members in being able to find almost all of their recreation and playground needs with PlayPower.
24	Dealer network or other distribution methods.	The majority of PlayPower’s representatives, dealers and distributors are independent agencies, with a few exceptions where territories are covered with direct employees.
25	Service force.	All representatives, distributors, dealers and installers are factory trained and certified to either sell and/or service our products. Included is a listing of our comprehensive global list of representatives for each brand.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>All inquiries regarding Customer service, warranty and repair of PlayPower recreation and playground equipment and accessories should be coordinated with our independent representative network. In addition, Sourcewell members can contact each PlayPower division directly.</p> <ul style="list-style-type: none"> • Little Tikes - Claims can be submitted via email to lrc_customer_care@playpower.com where they are reviewed by our Technical Support Team. Customers can also call 800- 497-5246 and our Customer Service team will be happy to assist during normal business hours (7:00 to 5:00 CST). After hours or on weekends our 24-hour Customer Service Hotline is available by calling 866-LTC-4FUN (866-582-4386) • Miracle - Technical support line (888) 458-2752 seven days a week, 24 hours a day • Playworld –Technical support line (800) 233-8404 is available 24/7 but all calls will be handled during normal business hours 8:00am to 4:30pm EST. We have info@playworld.com for requests and we also have online chat available 8:00am-4:30pm EST on our website. • Wabash Valley – Technical support line (800) 253-8619 during the business hours of 8:00 to 5:00 EST M-F • USA Shade – Technical support line (800) 966-5005 during the business hours of 8:00 to 5:00 CST M-F • EZ Dock -(800) 654-8168, our Technical Support and Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • Soft Play- (800) 782-7529 Ext. 3429, any of our Technical Support or Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • No Fault - Main Office 1-800-232-7766 M-F during normal business hours of 8:00am-5:00pm
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in all 50 US states.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in the 10 provinces of Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PlayPower covers ALL geographic areas of the United States and Canada.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PlayPower serves all participating entity sectors and does not have any limitations to do so.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are not any contract restrictions that would apply to members in Hawaii, Alaska and in the US territories.

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Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>General Marketing Program Strategy: The marketing plan objective is to increase the sales closure rate of SOURCEWELL projects by providing high-quality leads and effective sales tools to our sales representatives. We will promote the program nationally, including a multi-program approach that overlays with our current marketing strategy and plans. Details of those programs are as follows:</p> <p>Catalogs/Brochures</p> <ul style="list-style-type: none"> • SOURCEWELL Brochures • We have created brochures (one per brand) detailing the benefits of our SOURCEWELL contract that is utilized during sales presentations and trade shows. • Full Line Catalogs • Our full line product catalog is produced and distributed annually and is available in January. • We include information regarding the SOURCEWELL program within the catalogs. <p>Websites:</p> <ul style="list-style-type: none"> • Features SOURCEWELL in our partner and funding pages on each of our brand websites • https://www.miracle-recreation.com/planning/our-partners/sourcewell/ • https://littletikescommercial.com/sourcewell/ • https://playworld.com/sourcewell • https://www.softplay.com/capabilities/njpa/ • https://www.ez-dock.com/resources/njpa/ <p>Email/PR:</p> <ul style="list-style-type: none"> • Email Campaigns <ul style="list-style-type: none"> • SOURCEWELL will be featured in email campaigns to those individuals that have opted-in to that brand e-communications. <p>Social:</p> <ul style="list-style-type: none"> • Social Media Campaigns <ul style="list-style-type: none"> • Posts on various social platforms, including Facebook and LinkedIn, per brand <p>Trade Shows</p> <ul style="list-style-type: none"> • We have a trade show plan in place and shall include representation of the program at each trade show including product brochures. • The 3 outdoor play brands have large booths at the annual NRPA & ASLA tradeshow. <p>Sales Tools/Training</p> <ul style="list-style-type: none"> • PowerPoint sales presentation was created to discuss selling features and benefits of our Sourcewell contract for PlayPower's representatives. • Regular email newsletter to PlayPower sales representatives from sales VPs, promoting the Sourcewell contract and our sales tools for promoting our Sourcewell contract. • Sales representative communication portal provides training/sales tools/resources for our sales representatives to help promote our Sourcewell contract, programs and services. <p>Examples of our marketing materials as they relate to SOURCEWELL are included separately in the PowerPoint which has been included with this RFP submittal.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our current marketing strategy includes programs to promote our Sourcewell contract, products and services through multiple digital media channels including:</p> <ul style="list-style-type: none"> • Brand websites, on partner and funding pages • Email marketing campaigns • Social media, including Facebook and LinkedIn
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We would expect Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its members. We would expect on rare occasions, a representative of Sourcewell to potentially help with customer calls & visits when needed, and also to attend our annual sales meetings for our outdoor equipment brands. In understanding of this, PlayPower Inc. understands that the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our websites and direct-to-customer marketing through our vast network of representatives.</p> <p>PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all of our rep partners/distributors/dealers, catalogs and digital marketing. Our commitment and message to Sourcewell and its members will always remain clear and constant: we are 100% committed to Sourcewell from our executive level through our rep network.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Products and services are not available through an e-procurement ordering process. Playgrounds and recreation related products are often very custom driven project by project. Because of this, an e-procurement solution is not feasible with PlayPower's offering of products and services.</p>

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Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	PlayPower is committed to providing safe, reliable products. There is not a need to train Sourcewell members since all of our representatives, dealers, distributors and installers go through extensive product training. Sourcewell members have been invited to visit our factories, however formal training is not required.
37	Describe any technological advances that your proposed products or services offer.	<p>Pride in Engineering and Design: Whatever Sourcewell members' level of recreation and/or playground expertise is, PlayPower will provide as much help as needed. Members can virtually design their own playground equipment, or our network of design consultants will assist every step of the way. Our advanced computer-assisted design (CAD) capabilities provide customers with the most versatile, accurate commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Direct electronic access to accurate, up-to-date product information is available to all PlayPower personnel, which includes PlayPower sales representatives, who can do on-the-spot CAD designs for customers. The design(s) then transmits to our internal system for production. Our consultants have access to all product documentation at all times and can produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design. They can also send information to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes.</p> <p>Quality Products, Manufacturing, and Installation: PlayPower's commercial playground equipment, play structures, dock systems etc. are manufactured utilizing proven processes that have been honed over our over combined 200+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to:</p> <ul style="list-style-type: none"> • Powder-coating paint system • Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs • Rotational molding machines, including the largest in the industry-- which provide the capacity for more innovative and fun products • Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycled process with minimal waste. • Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs • MIG/TIG weld stations • Robotic welding • Fiberglass fabrication • Custom manufacturing – one of only a few playground manufacturers in the world to offer this • In-house CAD design team to help create your dream playground • All PlayPower representatives and installers are factory trained and certified • PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell members • PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood themed, etc. <p>Materials and Innovation: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are:</p> <ul style="list-style-type: none"> • Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant. • GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands. • Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements. • Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors. • Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers. • Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual

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look and feel of real rocks, trees and stumps. This product is unlike any other.

- Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
- EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
- EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness. Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.
- NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
- PlayArmor™ is the first antimicrobial coating specifically introduced in the recreation industry that protects playground equipment and site amenities. It was created by biochemists and has been registered for use by the US Environmental Protection Agency (EPA). We are currently working and expect to have EPA approval on having PlayArmor approved in each of the 50 US states and similar approvals in all provinces in Canada.

Product Testing & Conformance:

PlayPower has developed and maintained one the most strenuous product testing programs in the industry. Product safety starts before the concept phase of the development process. Our staff plays a very active role in the development and maintenance of safety and performance guidelines and standards, not only here in the U.S., but also internationally. Injury trends and market changes are tracked and we proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We test for safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirement of various standards and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM F1487, PlayPower takes testing to a higher level. All moving and selected stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We also participate in the IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program which is a 3rd party validation process of our ASTM required testing. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components.

- PlayPower has the most diversified line of products & services in the industry with well over 300 combined years of business experience.
- PlayPower is the world's largest fully integrated manufacturer of commercial playground equipment and recreation equipment accessories and supplies.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Environmentally friendly playgrounds aren't a passing fad, they're here for good. Playing is serious business, especially when you consider that playtime helps promote creativity, problem-solving, ability and intellectual development. That's precisely why we pay extra-special attention to our playgrounds and site furnishings. Simple design changes go a long way towards improving how children play, learn and interact with nature. PlayPower creates playgrounds that are fantastic for your budget, Mother Nature, and most importantly, the kids. We recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Imagine piles of crumpled steel and truckloads of aluminum cans transformed into state-of-the-art playground equipment. That's essentially what happens when PlayPower puts recycling to work. We produce our playground equipment using as much recycled and recyclable material as we can use, while still maintaining the safety, durability and structural integrity you have come to expect from PlayPower. PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, and are made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's playground equipment is produced from at least 50% recyclable materials.</p> <ul style="list-style-type: none"> • PlayPower meets ISO 9001, ISO 14001 Standards • Other environmental initiatives: <ul style="list-style-type: none"> • All packing and shipping materials are 100% recyclable. • Recycling 95%+ of our waste. • Many of our raw materials contain 25% to 100% recycled content. • Reduced energy usage through conservation and lean manufacturing implementation. • Audits material content and operations for safety and environmental concerns 																																							
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower meets ISO 9001, ISO 14001 Standards																																							
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While the majority of our representative agencies are classified as Small Businesses, we have created a list, below, to showcase our WMBE and VOSB agencies:</p> <table border="0"> <tr> <td>Happy Playgrounds</td> <td>WBE</td> <td>AR, OK</td> </tr> <tr> <td>Imagine Nation</td> <td>WBE</td> <td>IL</td> </tr> <tr> <td>Jefcoat Recreation</td> <td>WBE</td> <td>MS</td> </tr> <tr> <td>Metro Recreation</td> <td>VOSB</td> <td>MD, WV</td> </tr> <tr> <td>Miracle of KY & TN</td> <td>WBE</td> <td>KY, TN</td> </tr> <tr> <td>Playworx</td> <td>VOSB</td> <td>FL, GA</td> </tr> <tr> <td>Recreation Plus</td> <td>DBE, SBE, WMBE</td> <td>CO, WY</td> </tr> <tr> <td>Site Specifics</td> <td>WBE</td> <td>MA</td> </tr> <tr> <td>Hahn Enterprises</td> <td>WMBE</td> <td>LA, AR</td> </tr> <tr> <td>MTS Recreation</td> <td>WBE</td> <td>VA</td> </tr> <tr> <td>Pelican Playground</td> <td>WMBE</td> <td>LA, MS</td> </tr> <tr> <td>Hasley Recreation</td> <td>WBE</td> <td>AL, GA</td> </tr> <tr> <td>Miller Recreation</td> <td>VOSB</td> <td>C. FL</td> </tr> </table>	Happy Playgrounds	WBE	AR, OK	Imagine Nation	WBE	IL	Jefcoat Recreation	WBE	MS	Metro Recreation	VOSB	MD, WV	Miracle of KY & TN	WBE	KY, TN	Playworx	VOSB	FL, GA	Recreation Plus	DBE, SBE, WMBE	CO, WY	Site Specifics	WBE	MA	Hahn Enterprises	WMBE	LA, AR	MTS Recreation	WBE	VA	Pelican Playground	WMBE	LA, MS	Hasley Recreation	WBE	AL, GA	Miller Recreation	VOSB	C. FL
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<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<ul style="list-style-type: none"> • PlayPower has a large, 700+ group of professional sales representatives/distributors/dealers to provide service to Sourcewell members. No one else in the industry even comes close to this! This provides a significant advantage for Sourcewell members in being able to find all of their recreation and playground equipment needs in one place with PlayPower. <ul style="list-style-type: none"> • PlayCreator - Proprietary Software with Safety & ADA Accessibility in mind • PlayCreator, our proprietary playground design, rules-based software systems only allow ADA compliancy design. Our commitment is to provide accessible playground equipment in order to promote a positive play environment for children of all abilities. We believe play must be inclusive, and by removing barriers for all children, we provide play and learning opportunities which we are excited and proud of. Providing accessibility to the play space entails more than just complying with minimum accessibility requirements, standards and laws. It means providing a place where children of all abilities can experience play together. PlayPower's play equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas. • Design for Safety <ul style="list-style-type: none"> • Nothing is more important than providing a safe, positive environment for children to play. Our commitment to providing such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines we also actively participate with ASTM and CPSC in their development, and we are active members of IPEMA. Our employees, sales representatives, and trained installers take great pride in this commitment to safety in every aspect of designing, manufacturing and installing playground equipment, and they have the knowledge and experience to provide positive play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation from the independent laboratory that product(s) conform to the requirements of the indicated standard. SOURCEWELL members can also check the IPEMA web site to confirm product certification. • Financing <ul style="list-style-type: none"> • Financing - PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets • World's Largest, Fully Integrated Manufacturer • Rotational Molding – not all manufacturers do this in-house • Soft Goods Assembly • PlayPower is 100% committed to Sourcewell and its members as we have already proven during our previous contract periods • David Sheedy has had proven success in launching, promoting, selling and scaling our Sourcewell contract to its current level of success. David is anxious and excited to do this again with all of our new brands and our entire sales network. • PlayPower is already familiar inside and out with Sourcewell and the needs of Sourcewell members. • We have a proven track record from selling our previous Sourcewell contracts. More importantly, we help sell the benefits of Sourcewell and ALL of its contracts – we have proven that we make Sourcewell stronger and this is to the benefit of Sourcewell, its members and other Sourcewell vendors.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All PlayPower brands can provide warranty repairs in all regions of the United States and Canada.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.
47	What are your proposed exchange and return programs and policies?	While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, PlayPower requires a 30% restocking fee for returns and exchanges.
48	Describe any service contract options for the items included in your proposal.	All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to sell and/or service and repair our products. All warranty and service work will be coordinated between the SOURCEWELL member and our representatives.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days upon invoicing
50	Describe any leasing or financing options available for use by educational or governmental entities.	PlayPower has partnered with NCL Government Capital to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	PlayPower often will invoice Sourcewell members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's Sourcewell contract number and the Sourcewell Member number. The proposed process will follow our current Sourcewell process that requires orders to be coded as an Sourcewell order at the time of submission.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds \$35,000 so the real benefits of P-card would not be recognized.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the uploaded Sourcwell RFP 010521 Pricing-Discount File.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated previously, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to (list document name)
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): 1. \$500,000 - \$999,999 1% rebate 2. \$1,000,000 - \$1,499,99 2% rebate 3. \$1,500,000+ 3% rebate
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any additional freight cost will be evaluated by PlayPower's shipping department. The best available rate and service will be passed on to Sourcwell members during the quote process.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case in the 48 contiguous United States, freight is the responsibility of the SOURCEWELL member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the Sourcwell member during the quote process.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Where it makes sense, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

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Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<ul style="list-style-type: none"> • PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance. • All Sourcewell orders are also reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. • In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. • Sourcewell sales tracking is included in PlayPower's corporate budgeting process.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to SOURCEWELL members directly from PlayPower or through our independent representative/distributor/dealer network.

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Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<ul style="list-style-type: none"> • Playground Equipment • Shade – freestanding and playground equipment integrated • Surfacing – unitary, loose fill, tile • Docking Systems – boat & PWC lifts, swim platforms • Indoor contained play systems
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Custom Play Equipment • ADA/Inclusive Playground Equipment • Rope Play • Nature Play • Play Sculptures • Musical Play • Early Childhood Play Equipment • Park Benches • Tables • Litter Receptacles • Bollards • Planters • Grills • Adult & Youth Outdoor Fitness Equipment • Sports Equipment • Surfacing – unitary, loose fill, tile • Slides • Sports Courts • Modular Docking Systems • Boat Lifts • PWC Lifts • Kayak & Canoe ADA Accessible Launches • Access Walkways & Floats • Habitat Observation Platforms • Waterway Work Platforms • Mining Platforms <ul style="list-style-type: none"> • Wetlands Walking Trails • Fishing Piers • Swimming Platforms • Campsite Platforms • Specialty Equipment • ADA Accessible Ramps • Concrete Curbing • Sidewalks • Site Inspections • Equipment Installation & All Corresponding Site Work

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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Playground equipment, site furnishings, site amenities, and accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Little Tikes, Miracle Recreation and Playworld deliver innovative outdoor playground solutions for all ages and abilities. Wabash Valley offers site amenities that add functional and beautiful accessories to any outdoor space, while USA Shade provides fabric shade structures which is used over playground equipment or independently. Wabash Valley provides solutions for outdoor furniture.
67	Water play and aquatic recreational structures and equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	EZ Dock is a premium waterfront life solutions provider with easy to configure floating docks, ports, launches walkways and accessories
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	No Fault is the premiere supplier of poured-in-place, rubber safety surfaces for playgrounds, splash pads, pool decks, sports fields, walking/jogging tracks and much more.
69	Services related to the solutions above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our independent rep agencies offer a wide variety of services which include, installation, site prep, removal of old equipment, planning and design services, plus much more. These related services offer a turn-key solution to all Sourcwell customers

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly reporting will offer a precise measure of our success with the Sourcwell contract
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	All of PlayPower's brands have the option for customization. Our playground engineers are able to design and customize to just about any imagination.
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA and EN standards.

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Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christine Stepp, Sales, Marketing and Contract Administrator, PlayPower, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	<input checked="" type="checkbox"/>	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	<input checked="" type="checkbox"/>	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	<input checked="" type="checkbox"/>	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	<input checked="" type="checkbox"/>	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	<input checked="" type="checkbox"/>	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	<input checked="" type="checkbox"/>	2

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City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley **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 **Miracle Recreation Equipment Company**, a CORPORATION, with its principal place of business at P.O. Box 734154, Dallas, Tx 75373-4154, 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 playground equipment installation 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 **Playground Equipment** contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the professional **Playground Equipment** 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: Miracle Recreation Equipment Company
 Address: P.O. Box 734154
 City: Dallas State: TX Zip: 75373-4154
 Business Phone: 800-264-7225 Fax No. 877-215-3869
 Main Contact: Bryce Lawrence
 Email: bryce.lawrence@miracleplayground.com
 Business License Number: 22609
 Federal Tax I.D. Number: 43-1595099
- 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.

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- 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, 2024 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.

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

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- removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Bryce Lawrence**.
- 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 **Bryce Lawrence**, 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

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

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

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

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons

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

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate.

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

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

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, officials, employees, agents, and volunteers 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, their officers, officials, employees, agents, and volunteers, 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

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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.

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- 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:

Miracle Recreation Equipment Company
P.O. Box 734154
Dallas, Tx 75373-4154
Attn: Bryce Lawrence

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Dan Monto, Acting Parks Superintendent

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.

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- 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).

AGREEMENT FOR PROFESSIONAL SERVICES
PLAYGROUND EQUIPMENT

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

AGREEMENT FOR PROFESSIONAL SERVICES
PLAYGROUND EQUIPMENT

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

City of Moreno Valley

Miracle Recreation Equipment Company

BY: _____
Mike Lee, Executive Director

BY: [Signature]

TITLE: Member

Date

PRINT NAME: Kevin Uda

11/2/22
Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

Steven B. Quintanilla
City Attorney

11/07/2022
Date

RECOMMENDED FOR APPROVAL:

[Signature]
Department Head
(if contract exceeds 15,000)

11.17.22
Date

Attachment: Agreement - Miracle Recreation Equipment Company (6021 : AUTHORIZE AN AGREEMENT WITH MIRACLE RECREATION

AGREEMENT FOR PROFESSIONAL SERVICES
PLAYGROUND EQUIPMENT

EXHIBIT A

CONTRACTOR SCOPE OF WORK

1. Provide all materials, equipment and labor and necessary services for the removal of existing playground equipment and surfacing.
2. Provide all materials, equipment and labor and necessary services for the installation of new playground equipment and surfacing.
3. All work is to be performed in accordance with manufacturer's recommendations, as well as all federal, state, county, and local regulations.
4. Provide storage containers for material, as necessary.
5. Provide necessary waste disposal and daily clean up.
6. Obtain any no fee permitting as directed by the City of Moreno Valley.
7. Keep all heavy equipment off turf areas when possible. Repair damage to grounds which exceeds that which would normally be expected. Ruts and turf damage caused by equipment traveling over wet ground would be an example of damage requiring repair.
8. Work shall commence upon delivery and proceed without interruption until complete. The City shall be immediately notified of any delays.

AGREEMENT FOR PROFESSIONAL SERVICES
PLAYGROUND EQUIPMENT

EXHIBIT B

CITY'S RESPONSIBILITIES

1. Furnish the Contractor all in-house data which is pertinent to services to be performed by the Contractor and which is within the custody or control of the 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 Contractor.
3. Provide timely City staff liaison with the Contractor when requested and when reasonably needed.
4. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
5. Locate existing underground utilities not covered by your local utilities (e.g. water lines, electrical lines and irrigation systems). Miracle Recreation Equipment Company will not be responsible for repairs to unmarked utilities.
6. Stop irrigation prior to the start of work and throughout construction in work areas.
7. Pay additional costs for work that falls outside of the Scope of this Agreement.
8. Pay all City permit fees.

AGREEMENT FOR PROFESSIONAL SERVICES
PLAYGROUND EQUIPMENT

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$422,787.85.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <https://moval.gov/departments/financial-mgmt-svcs/svc-biz-license.html>
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

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

Copies of invoices may be submitted to the Parks and Community Services Department at parkmaintadminstaff@moval.org or calls directed to (951) 413-3702.

3. 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
4. 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

AGREEMENT FOR PROFESSIONAL SERVICES
PLAYGROUND EQUIPMENT

- F. Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

AGREEMENT FOR PROFESSIONAL SERVICES
PLAYGROUND EQUIPMENT

EXHIBIT D
TERM OF CONTRACT

- A. Following approval by all parties, the Contract will commence on December 1, 2022, and shall expire June 30, 2024, 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.



Report to City Council

TO: Mayor and City Council

FROM: Jeremy Bubnick, Parks & Community Services Director

AGENDA DATE: December 6, 2022

TITLE: ADOPTION OF RESOLUTION OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE ANNUAL ADJUSTMENT TO THE CITY USER FEE SCHEDULE – PARKS & COMMUNITY SERVICES FEE FOR 2023

RECOMMENDED ACTION

Recommendation:

1. That the City Council adopt Resolution 2022-XX approving a CPI adjustment to the Parks and Community Services User Fees.

SUMMARY

The Parks and Community Services Department is recommending to the City Council to implement the Parks and Community Services Department User Fee Schedule for 2023.

Historically, Parks and Community Services Department fees have been adjusted annually based on the Consumer Price Index (CPI) for the Riverside-San Bernardino-Ontario Metropolitan Area for the period of September – September, as published by the U.S. Department of Labor Statistics in October. The fees were not adjusted in 2021, so the most recent fee adjustment was done in December 2020.

The CPI adjustment for the previous period of September 2020 – September 2021 was 6.8%. The CPI adjustment for the recent period of September 2021 – September 2022 was 8.4%. The total CPI for both years is 15.20%; however, the Parks and Community Services Department is recommending only a 10% increase at this time.

Other changes to the fee schedule are minor edits to provide an increased understanding of usage and fees. Fees would go into effect January 1, 2023.

The proposed fee schedule update has been reviewed and is supported for approval by the Parks and Community Services Subcommittee and the Parks, Community Services and Trails Committee.

DISCUSSION

The City of Moreno Valley is allowed to recover costs for certain services provided at the request of the public. Based on California statutes, cities are able to recover up to the full cost of services which are provided based on voluntary requests from the public. The statutes require that any revenues collected related to the provision of these services can only be used to offset costs resulting from the performance of the requested services or activities. These fees may not exceed the estimated reasonable cost of providing that service.

The Parks and Community Services' user fees include fees related to programs (sports, contract classes and seniors), park reservations (athletic fields), and facility room rentals (Conference and Recreation Center, Senior Community Center and other community centers) managed by the Parks and Community Services Department.

In keeping with best practices, fees will be adjusted annually to reflect the impact of inflation.

ALTERNATIVES

1. Adopt the proposed resolution adjusting Parks and Community Services Fees. ***Staff recommends this alternative since this establishes a fee schedule that is able to meet the expected needs of the community by offering park programs, activities and facility rentals.***
2. Do not adopt the proposed resolution and provide staff with additional direction. ***Staff does not recommend this alternative since this will result in a fee structure that is not sufficient to offer the needed programs, activities and facility rentals to the community.***

FISCAL IMPACT

The fiscal impact of the adoption of these user fees will be dependent on the demand for these services from the community.

NOTIFICATION

Indicate any outreach efforts made to elicit comments from parties with interest in the issue. Review comments that may have been made. Also, identify to whom copies of the report were sent so they could be informed about the agenda item.

PREPARATION OF STAFF REPORT

Prepared By:
Jeremy Bubnick
Parks and Community Services Director

Department Head Approval:
Jeremy Bubnick
Parks and Community Services Director

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 5.5: Promote a healthy community and lifestyle.

Objective 6.2: Improve health, wellness and fitness for Moreno Valley youth through recreation and sports programs.

ATTACHMENTS

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

- 1. RESOLUTION NO. 2022_____

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/23/22 8:09 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/23/22 9:30 AM

RESOLUTION NO. 2022-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING USER FEES FOR THE PARKS AND COMMUNITY SERVICES DEPARTMENT FOR CALENDAR YEAR 2023 AND REPEALING PRIOR RESOLUTIONS THAT MAY CONFLICT WITH APPROVING THE 2023 FEE SCHEDULE

WHEREAS, the City Council of the City of Moreno Valley, California, has in the past approved and adopted fee schedules for various services provided by the City for the benefit of a limited number of persons; and

WHEREAS, some portion of the cost of rendering such services should be borne by the beneficiaries of such services; and

WHEREAS, data supporting the estimated cost of providing said services has been made available to the City Council and to the public, and the source of revenues required to defray such costs; and

WHEREAS, the fees set forth in the proposed fee schedule do not exceed the actual or estimated costs to the City of providing the services to which the fees relate; and

WHEREAS, the City Council has duly considered at a duly noticed regularly scheduled meeting, the question of whether or not to modify existing fees and establish new fees for such services; and

WHEREAS, at said meeting, the City Council duly considered all public comments which were made with respect to said question;

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

1. The fee schedule attached hereto as Exhibit A, "Section 6 – Parks & Community Services", is hereby approved, adopted and incorporated herein by this reference, amending the City of Moreno Valley Schedule of City Fees, Charges and Rates for Calendar Year 2023.
2. The approved fees shall be applied to all uses set forth in said schedule.
3. There is a reasonable relationship between the fees to be collected for the provision of various City services, and the City's costs in providing those services as identified in the data made available.

4. The fees set forth in Exhibit A are necessary to enable the City to provide the services to which they relate.

5. The approved fee schedule established herein shall become effective January 1, 2023.

6. All prior enactments of the City Council establishing fees for services and materials are hereby repealed to the extent that such enactments establish fees for services and materials which are different than the fees established therefore by this Resolution, but shall otherwise remain in full force and effect.

7. If any provision, clause, sentence or paragraph of this Resolution or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect any other provision or application of the provisions of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

APPROVED AND ADOPTED this 6th day of December, 2022.

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Jane Halstead, City Clerk

APPROVED AS TO FORM:

Steven Quintanilla, Interim City Attorney

Attachment: RESOLUTION NO. 2022-____ (6020 : ADOPTION OF RESOLUTION USER FEES 2023)

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2022-__ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting held on the 6th day of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor)

JANE HALSTEAD, CLERK

(SEAL)

Attachment: RESOLUTION NO. 2022-__ (6020 : ADOPTION OF RESOLUTION USER FEES 2023)

Fee Description	Current 2020-2022	Proposed 2023
Recreation		
Adult Sports (18+ Years)		
Adult Sports League TEAM	\$ 330.00 - \$ 440.25	\$ 363.00 - \$ 484.25
Adult Sports Tournament TEAM	\$ 203.30 - \$ 352.20	\$ 223.50 - \$ 387.25
Gymnasium @ CRC Open Play	\$ 4.10	\$ 4.50
Protest and Forfeit Fee TEAM	\$ 27.25	\$ 30.00
Adult Activities and Programs		
Contract Class	\$ 16.75 - \$ 330.20	\$ 18.25 - \$ 363.00
Programs	\$ 11.40 - \$ 93.25	\$ 12.50 - \$ 102.50
Youth Sports		
Youth Sports #	\$ 55.50 \$ 115.30	\$ 61.00 - \$ 126.75
Youth Sports Tournaments TEAM	\$ 165.50 \$ 330.20	\$ 182.00 - \$ 363.00
Sports Camps/Clinics #	\$ 33.40 \$ 121.60	\$ 36.50 - \$ 133.75
Gymnasium @ CRC Open Play	\$ 2.00	\$ 2.00
<i># Denotes Sibling Discount Available</i>		
Youth Activities		
Contract Class	\$ 15.60 - \$ 334.30	\$ 17.00 - \$ 367.75
Camp: Weekly #	\$ 56.50 - \$ 132.00	\$ 62.00 - \$ 145.00
Time for Tots Daily	\$ 10.74	\$ 11.75
T-Shirts	\$ 11.40	\$ 12.50
Late Pick-Up Per 15 Minutes Each	\$ 5.10	\$ 5.60

SIBLING DISCOUNT

Applicable when siblings are registered in the same non-contract program.

1st Child = Full rate

2nd Child = 15% discount off full rate

3rd Child + = 10% discount off the 2nd child rate

Licensed Child Care "A Child's Place"

"A Child's Place" fees are established by the California Department of Education Family Fee Schedule, pursuant to the Education Code [EC 8273 and EC 8447(e)]

Attachment: RESOLUTION NO. 2022 _____ (6020 : ADOPTION OF RESOLUTION USER FEES 2023)

Senior Programs

Bingo Per Card	\$ 1.00	Free
Bunco	\$ 2.00	Free
Dances	\$ 8.30	\$9.00
Swap Meet Table	\$ 5.25	\$5.75
Line Dancing	Per Contract	Per Contract
Special Event Meal	Cost Recovery	Cost Recovery

Community Events

Entry & Activity Fee	\$ - - \$ 11.40	\$ - \$ 12.50
Parade/Exhibitor Float	\$ 33.40 - \$ 55.50	\$ 36.50 \$ 61.00
Info Booth Nonprofit	\$ 27.25 - \$ 55.50	\$ 29.75 \$ 61.00
Info Booth For Profit	\$ 110.00 - \$ 275.60	\$ 121.00 \$ 303.00
Food Booth Nonprofit	\$ 82.75 - \$ 192.80	\$ 91.00 \$ 212.00
Food Booth For Profit	\$ 82.75 - \$ 330.20	\$ 91.00 \$ 363.00
Vendor Arts & Craft	\$ 27.25 - \$ 110.00	\$ 29.75 \$ 121.00
Vendor Booth Deposit	\$ 25.10 - \$ 104.80	\$ 27.50 \$ 115.25

Cottonwood Golf Course (9 Holes)

	Weekday	Weekend	Weekday	Weekend
Adult	\$ 9.40	\$ 11.40	\$ 10.25	12.50
Senior (55+ Years)	\$ 6.20	\$ 9.40	\$ 6.80	10.30
Youth (Under 18 Years; Accompanied With Paying Adult/Senior)	\$ 5.10	\$ 7.30	\$ 5.60	8.00
Twilight (1 Hour Prior to Dusk)	\$ 6.20	\$ 6.20	\$ 6.80	6.80
Tournament Per Person	\$ 12.50	\$ 12.50	\$ 13.75	13.75
2nd Round (Same Day Purchase)	\$ 5.10	\$ 5.10	\$ 5.60	5.60
Cart (Maximum 18 Holes Per Rental)	\$ 3.00	\$ 5.10	\$ 3.30	5.60
Club (Maximum 18 Holes Per Rental)	\$ 3.00	\$ 5.10	\$ 3.30	5.60
Punch Card Adult (10 rounds) Valid ONLY Monday - Friday	\$ 78.60	N/A	\$ 86.25	N/A
Punch Card Senior (10 rounds) Valid ONLY Monday - Friday	\$ 52.30	N/A	\$ 57.50	N/A
Punch Card Youth (10 rounds) Valid ONLY Monday - Friday	\$ 41.80	N/A	\$ 45.75	N/A

Non-Resident fee is 130% of the Resident Fee.

Fee ranges: actual fees on specific program elements as determined by Parks & Community Services staff.

Fees are per person/each unless otherwise noted in description.

Cancellation/Transfer Fee (before start of program) is 20% of total fee.

Attachment: RESOLUTION NO. 2022 _____ (6020 : ADOPTION OF RESOLUTION USER FEES 2023)

Fee Description		Current 2020-2022	Proposed 2023
Sports			
Athletic Fields			
Group	All Fields Hourly (Maximum 4 Hours)		
I	Recognized Youth Nonprofit, Reciprocal Agreement Agency	\$ 3.00	\$ 3.30
II	Youth Nonprofit, Resident Unorganized Play	\$ 7.80	\$ 8.50
III	Adult Nonprofit, Nonresident Unorganized Play	\$ 15.60	\$ 17.00
IV	Adult or Youth For Profit/Commercial	\$ 78.50	\$ 86.25
All Groups	Over 4 hour usage: 150% of hourly rate		
Athletic Field Lighting Hourly			
	Youth Resident	\$ 18.80	\$ 20.50
	Youth Nonresident	\$ 24.40	\$ 26.75
	Adult Resident	\$ 21.90	\$ 24.00
	Adult Nonresident	\$ 28.40	\$ 31.00
Group	Soccer Arena Hourly		
I	Recognized Youth Nonprofit, Reciprocal Agreement Agency	\$ 5.10	\$ 5.60
II	Youth Nonprofit, Resident Unorganized Play	\$ 7.04	\$ 7.70
III	Adult Nonprofit, Nonresident Unorganized Play	\$ 55.50	\$ 61.00
IV	Adult or Youth For Profit/Commercial	\$ 72.10	\$ 79.25
Group	Basketball Court Park Outdoors Hourly		
I	Recognized Youth Nonprofit, Reciprocal Agreement Agency	\$ 5.10	\$ 5.60
II	Youth Nonprofit, Resident Unorganized Play	\$ 5.10	\$ 5.60
III	Adult Nonprofit, Nonresident Unorganized Play	\$ 6.60	\$ 7.25
IV	Adult or Youth For Profit/Commercial	\$ 6.60	\$ 7.25
Group	Tennis & Pickleball Courts Hourly		
I	Recognized Youth Nonprofit, Reciprocal Agreement Agency	\$ 5.10	\$ 5.60
II	Youth Nonprofit, Resident Unorganized Play	\$ 5.10	\$ 5.60
III	Adult Nonprofit, Nonresident Unorganized Play	\$ 6.60	\$ 7.25
IV	Adult or Youth For Profit/Commercial	\$ 6.60	\$ 7.25
Athletic Field Snack Bar Hourly (Group I ONLY)			
	Night Use (Up to 4 Hours)	\$ 15.60	\$ 17.00
	Day Use (Up to 4 Hours)	\$ 26.10	\$ 28.50
	Over 4 Hours of Use (Day or Night Use)	\$ 62.80	\$ 69.00
	Key Deposit	\$ 27.25	\$ 30.00
Athletic Field Storage Units Monthly (Group I ONLY)			
	Small	\$ 38.70	\$ 42.50
	Large	\$ 77.50	\$ 85.25
Athletic Field Miscellaneous & Services			
	Field Preparation	Cost Recovery	Cost Recovery
	Damage or Cleaning	Cost Recovery	Cost Recovery
	Cancellation/Non-Field Use (Per Hour/Per Field)	50%	50%

Attachment: RESOLUTION NO. 2022 _____ (6020 : ADOPTION OF RESOLUTION USER FEES 2023)

Fee Description		Current 2020-2022	Proposed 2023
<u>PARKS</u>			
Cancellation/Transfer 20% of Total Fee			
<u>Picnic Shelter Small</u>			
Group I	City Sponsored, Resident, Resident Nonprofit Organization, Educational Institution	\$ 44.00	\$ 48.25
Group II	Nonresident, Nonresident Nonprofit, For Profit	\$ 57.20	\$ 62.75
<u>Picnic Shelter Medium</u>			
Group I	City Sponsored, Resident, Resident Nonprofit Organization, Educational Institution	\$ 88.00	\$ 96.75
Group II	Nonresident, Nonresident Nonprofit, For Profit	\$ 114.40	\$ 125.75
<u>Picnic Shelter Large</u>			
Group I	City Sponsored, Resident, Resident Nonprofit Organization, Educational Institution	\$ 176.10	\$ 193.50
Group II	Nonresident, Nonresident Nonprofit, For Profit	\$ 228.90	\$ 251.75
<u>Picnic Shelter Electricity (All Sizes)</u>			
Group I	City Sponsored, Resident, Resident Nonprofit Organization, Educational Institution	\$ 38.70	\$ 42.50
Group II	Nonresident, Nonresident Nonprofit, For Profit	\$ 50.30	\$ 55.25
<u>Open Space Park Area</u>			
Group I	City Sponsored, Resident, Resident Nonprofit Organization, Educational Institution	\$ 27.25	\$ 29.75
Group II	Nonresident, Nonresident Nonprofit, For Profit	\$ 35.40	\$ 38.75

Attachment: RESOLUTION NO. 2022 _____ (6020 : ADOPTION OF RESOLUTION USER FEES 2023)

<u>Equestrian Center Daily</u>		
Group I	City Sponsored, Resident, Resident Nonprofit Organization, Educational Institution	\$ 110.00 \$ 121.00
Group II	Nonresident, Nonresident Nonprofit, For Profit	\$ 137.25 \$ 150.75
<u>Equestrian Center Lighting</u>		
Group I	City Sponsored, Resident, Resident Nonprofit Organization, Educational Institution	\$ 18.80 \$ 20.50
Group II	Nonresident, Nonresident Nonprofit, For Profit	\$ 24.00 \$ 26.25
All Groups	Tractoring Hourly	\$ 110.00 \$ 121.00
All Groups	Tractoring Standby Hourly	\$ 55.50 \$ 61.00
All Groups	Water Key Deposit (Refundable)	\$ 26.10 \$ 28.50
All Groups	Security Deposit (Refundable)	\$ 314.50 \$ 345.75
All Groups	Personnel Time & Security	Cost Recovery Cost Recovery
<u>SPECIAL EVENTS</u>		
<u>Open Space Area</u>		
Group I	City Sponsored, Resident, Resident Nonprofit Organization, Educational Institution	\$ 55.50 \$ 61.00
Group II	Nonresident, Nonresident Nonprofit, For Profit	\$ 72.10 \$ 79.25
<u>Permit</u>		
Group I	City Sponsored, Resident, Resident Nonprofit Organization, Educational Institution	\$ 227.40 \$ 250.00
Group II	Nonresident, Nonresident Nonprofit, For Profit	\$ 295.60 \$ 325.00
<u>Security Deposit (Refundable)</u>		
All Groups		\$78.60-\$524.10 \$86.25-\$576.50

Attachment: RESOLUTION NO. 2022 _____ (6020 : ADOPTION OF RESOLUTION USER FEES 2023)

Fee Description

Current 2020-2022

Proposed 2023

Senior Community Center/Cottonwood Golf Center
TownGate Community Center/March Field Park Community Center

All Groups	All Cancellations Loss of 100% of Deposit		
All Groups	Cancellations 5-31 Days Prior to Event Loss of 100% of Deposit & 50% of Total Rental Fees		
All Groups	Cancellations 0-4 Days Prior to Event Loss of 100% of Deposit & 100% of Total Rental Fees		
All Groups	Monday - Thursday Minimum Rental Time is 2 Hours		
All Groups	Friday - Sunday Minimum Rental Time is 4 Hours		
All Groups	Friday Day (Before 3 pm); Friday PM (After 3 pm)		
Group II	Long Term User (6+ Months) Monday - Thursday Rental (4 Hour Minimum) 5% Discount		
Group II	Long Term User (6+ Months) Sunday Rental (4 Hour Minimum) 20% Discount		

Senior Community Center

All Groups	AV Projector	\$ 55.50	\$ 61.00
All Groups	Personnel/Security/Linens/Insurance/False Alarm	Cost Recovery	Cost Recovery
All Groups	Security Deposit (refundable)* Waived for Government /	\$ 309.30	\$ 340.00

Banquet Room w/North Patio & Kitchen

		Mon - Thur & Fri Day	Fri PM - Sun	Mon - Thur & Fri Day	Fri PM - Sun
Group I	City Sponsored and Government Agencies with Reciprocal Agreement	\$ 41.80	\$ 130.90	\$ 45.75	\$ 143.75
Group II	Resident, Resident Nonprofit Organization, Government Agency, Educational Institution	\$ 110.00	\$ 130.90	\$ 121.00	\$ 143.75
Group III	Nonresident, Nonresident Nonprofit, For Profit/Commercial	\$ 130.90	\$ 151.90	\$ 143.75	\$ 167.00

Meeting Room

		Mon - Thur & Fri Day	Fri PM - Sun	Mon - Thur & Fri Day	Fri PM - Sun
Group I	City Sponsored and Government Agencies with Reciprocal Agreement	\$ 27.25	\$ 41.80	\$ 29.75	\$ 45.75
Group II	Resident, Resident Nonprofit Organization, Government Agency, Educational Institution	\$ 31.40	\$ 41.80	\$ 34.50	\$ 45.75
Group III	Nonresident, Nonresident Nonprofit, For Profit/Commercial	\$ 52.30	\$ 62.80	\$ 57.50	\$ 69.00

Cottonwood Golf Center

All Groups	AV Projector	\$ 55.50	\$ 61.00
All Groups	Personnel/Security/Linens/Insurance/False Alarm	Cost Recovery	Cost Recovery
All Groups	Security Deposit (Waived for Government Agencies)	\$ 209.60	\$ 230.50

Attachment: RESOLUTION NO. 2022 _____ (6020 : ADOPTION OF RESOLUTION USER FEES 2023)

Fee Description		Current 2020-2022		Proposed 2023	
		Mon - Thur & Fri Day	Fri PM - Sun	Mon - Thur & Fri Day	Fri PM - Sun
<u>Banquet Room w/Kitchen</u>					
Group I	City Sponsored and Government Agencies with Reciprocal Agreement	\$ 41.80	\$ 110.00	\$ 45.75	\$ 121.00
Group II	Resident, resident nonprofit organization, government agency, educational institution	\$ 89.00	\$ 110.00	\$ 97.75	\$ 121.00
Group III	Nonresident, Nonresident Nonprofit, For Profit/Commercial	\$ 110.00	\$ 130.90	\$ 121.00	\$ 143.75
<u>Meeting Room</u>					
Group I	City Sponsored and Government Agencies with Reciprocal Agreement	\$ 33.40	\$ 52.30	\$ 36.50	\$ 57.50
Group II	Resident, Resident Nonprofit Organization, Government Agency, Educational Institution	\$ 41.80	\$ 52.30	\$ 45.75	\$ 57.50
Group III	Nonresident, Nonresident Nonprofit, For Profit/Commercial	\$ 62.80	\$ 73.30	\$ 69.00	\$ 80.50
<u>TownGate Community Center</u>					
All Groups	AV Projector	\$ 55.50		\$ 61.00	
All Groups	Personnel/Security/Linens/Insurance/False Alarm	Cost Recovery		Cost Recovery	
All Groups	Security Deposit (Waived for Government Agencies)	\$ 209.60		\$ 230.50	
<u>Banquet Room</u>					
Group I	City Sponsored and Government Agencies with Reciprocal Agreement	\$ 41.80	\$ 99.50	\$ 45.75	\$ 109.25
Group II	Resident, Resident Nonprofit Organization, Government Agency, Educational Institution	\$ 78.60	\$ 99.50	\$ 86.25	\$ 109.25
Group III	Nonresident, Nonresident Nonprofit, For Profit/Commercial	\$ 99.50	\$ 120.40	\$ 109.25	\$ 132.25
<u>March Field Community Center</u>					
All Groups	AV Projector	\$ 55.50		\$ 61.00	
All Groups	Personnel/Security/Linens/Insurance/False Alarm	Cost Recovery		Cost Recovery	
All Groups	Security Deposit (Waived for Government Agencies)	\$ 209.60		\$ 230.50	
<u>Banquet Room</u>					
Group I	City Sponsored and Government Agencies with Reciprocal Agreement	\$ 33.40	\$ 99.50	\$ 36.50	\$ 109.25
Group II	Resident, Resident Nonprofit Organization, Government Agency, Educational Institution	\$ 78.60	\$ 99.50	\$ 86.25	\$ 109.25
Group III	Nonresident, Nonresident Nonprofit, For Profit/Commercial	\$ 99.50	\$ 120.40	\$ 109.25	\$ 132.25
All Groups	Personnel/Security/Linens/Insurance/False Alarm	Cost Recovery		Cost Recovery	

Attachment: RESOLUTION NO. 2022 _____ (6020 : ADOPTION OF RESOLUTION USER FEES 2023)

Fee Description		Current 2020-2022			Proposed 2023		
Conference & Recreation Center							
All Groups	All Cancellations Loss of 100% of Deposit						
All Groups	Cancellations 5-31 Days Prior to Event Loss of 100% of Deposit & 50% of Total Rental Fees						
All Groups	Cancellations 0-4 Days Prior to Event Loss of 100% of Deposit & 100% of Total Rental Fees						
Grand Valley Ballroom w/Small Patio		Mon - Thur & Fri Day	Fri PM & Sat	Sun	Mon - Thur & Fri Day	Fri PM & Sat	Sun
Group I	City Event	\$ 55.50	\$ 330.20	\$ 275.60	\$ 61.00	\$ 363.00	\$ 303.00
Group II	Resident, Resident Nonprofit Organization, Government Agency, Educational Institution	\$ 176.10	\$ 330.20	\$ 275.60	\$ 193.50	\$ 363.00	\$ 303.00
Group III	Nonresident, Nonresident Nonprofit, For Profit/Commercial	\$ 220.10	\$ 385.75	\$ 330.20	\$ 242.00	\$ 424.00	\$ 363.00
All Groups	Setup/Cleanup Hourly (Maximum 4 Hours)				\$50.00		
All Groups	Minimum Rental Time is 4 Hours						
All Groups	Friday Day (Before 3 pm); Friday PM (After 3 pm)						
Group II & III	Saturday/Sunday Rentals 7th+ Hour @ 40% Discount						
Group II	Long Term User (6+ Months) Sunday Rental (4 Hour Minimum) 30% Discount						
		All Days			All Days		
All Groups	Audio/Visual Technician	Per Vendor Contract			Per Vendor Contract		
All Groups	Microphone	\$ 27.25			\$ 30.00		
All Groups	AV Projector	\$ 82.75			\$ 91.00		
All Groups	Tablecloths Each	\$ 9.00			\$ 9.00		
All Groups	Deluxe Sound System	\$ 110.00			\$ 121.00		
All Groups	Dance Floor (500 - 1,000 sq ft)	\$ 220.10			\$ 242.00		
All Groups	Personnel/Security/Insurance/False Alarm	Cost Recovery/Vendor Contract			Cost Recovery/Vendor Contract		
	Large Patio Addition w/Grand Valley				\$ 56.50		
Group II & III	Ballroom Rent	\$ 51.50					
Group II & III	Security Deposit (Refundable) \$209.60-786.20	*Waived for Govt. Agencies			\$230.50-864.75 *		
					*Waived for Govt. Agencies		
Alessandro Room A or B							
		All Days			All Days		
Group I	City Event	\$ 16.70			\$ 18.25		
Group II	Resident, Resident Nonprofit Organization, Government Agency, Educational Institution	\$ 31.40			\$ 34.50		
Group III	Nonresident, Nonresident Nonprofit, For Profit/Commercial	\$ 47.10			\$ 51.50		
All Groups	Security Deposit (Refundable)	\$ 104.80			\$ 115.25		
All Groups	Minimum Rental is 2 Hours						
Group II	Long Term User (6+ Months) (4 Hour Minimum) 10% Discount						

Attachment: RESOLUTION NO. 2022 (6020 : ADOPTION OF RESOLUTION USER FEES 2023)

<u>Frank E. Brown</u>			
Group II	Long Term User (6+ Months) (4 Hour Minimum) 10% Discount		
		All Days	
Group I	City Event	\$ 16.60	\$ 18.25
Group II	Resident, Resident Nonprofit Organization, Government Agency, Educational Institution	\$ 31.40	\$ 34.50
Group III	Nonresident, Nonresident Nonprofit, For Profit/Commercial	\$ 47.00	\$ 51.50
All Groups	Security Deposit (Refundable)	\$ 104.80	\$ 115.25
All Groups	Minimum Rental is 2 Hours		
<u>Gymnasium</u>			
		All Days	All Days
Group I	City Event	\$ 27.25	\$ 29.75
Group II	Resident, Resident Nonprofit Organization, Government Agency, Educational Institution	\$ 55.50	\$ 61.00
Group III	Nonresident, Nonresident Nonprofit, For Profit/Commercial	\$ 110.00	\$ 121.00
All Groups	Scoreboard	\$ 26.10	\$ 28.50
All Groups	Floor Covering	\$1,430.90	\$1,573.75
All Groups	Security Deposit (Refundable)	\$ 524.10	\$ 576.50
All Groups	Minimum Rental is 2 Hours		
All Groups	Half Gym Rental is Available at 50% Rate		
<u>Aerobics/Dance Studio</u>			
		All Days	All Days
Group I	City Event	\$ 16.60	\$ 18.25
Group II	Resident, Resident Nonprofit Organization, Government Agency, Educational Institution	\$ 33.40	\$ 36.50
Group III	Nonresident, Nonresident Nonprofit, For Profit/Commercial	\$ 82.75	\$ 91.00
All Groups	Security Deposit (Refundable)	\$262-\$524.10	\$288-\$576.50
All Groups	Minimum Rental is 2 Hours		

Attachment: RESOLUTION NO. 2022 _____ (6020 : ADOPTION OF RESOLUTION USER FEES 2023)

Fee Description		Current 2020-2022	Proposed 2023
Amphitheater at Conference & Recreation Center			
Group I	City Sponsored and Government Agencies with Reciprocal Agreement	\$ 183.40	\$ 201.50
Group II	Resident, Resident Nonprofit Organization, Government Agency, Educational Institution	\$ 330.20	\$ 363.00
Group III	Nonresident, Nonresident Nonprofit, For Profit/Commercial	\$ 385.75	\$ 424.25
All Groups	Security Deposit (Refundable)	\$ 1,048.30	\$ 1,155.00
All Groups	Parking Lot for Event & Not Vehicle Parking (Half Lot Rate @ 50%)	\$ 300.00	\$ 330.00
All Groups	Personnel/Security/Insurance/False Alarm	Cost Recovery/Vendor Contract	
All Groups	Audio Visual Technician/Sound System/Theater Lights	Vendor Contract	
All Groups	All Cancellations Loss of 100% of Deposit		
All Groups	Cancellations 5-31 Days Prior to Event Loss of 100% of Deposit & 50% of Total Rental Fees		
All Groups	Cancellations 0-4 Days Prior to Event Loss of 100% of Deposit & 100% of Total Rental Fees		
All Groups	Monday - Thursday Minimum Rental Time is 2 Hours		
All Groups	Friday - Sunday Minimum Rental Time is 4 Hours		

Attachment: RESOLUTION NO. 2022 _____ (6020 : ADOPTION OF RESOLUTION USER FEES 2023)

Fee Description		Current 2020-2022		Proposed 2023		
Miscellaneous						
	Coffee Per Cup (Senior Center)	\$	0.75		\$0.00	
	Coffee Per Cup (Golf Course)	\$	0.75	\$	0.80	
	Copy Page (B/W, Single Sided) Senior Center & CRC	\$	0.15	\$	0.17	
	Copy Page (Color/Single Sided)		-	\$	0.25	
	Fax Page Single Sided (Senior Center & CRC)	\$	1.00	\$	1.10	
Mobile Stage Daily						
			Moreno Valley	Outside Moreno Valley	Moreno Valley	Outside Moreno Valley
Group I	City Sponsored, Resident, Resident Nonprofit Organization, Educational Institution	\$	148.80	\$	633.10	\$ 163.50 \$ 696.25
Group II	Nonresident, Nonresident Nonprofit, For Profit	\$	616.30	\$	660.40	\$ 677.75 \$ 726.25
All Groups	Generator	\$	-	\$	-	\$ 40.00 \$ 40.00
All Groups	Sound System		\$55.50			\$61.00
All Groups	Security Deposit Stage Unit		\$104.80			\$115.25
All Groups	Security Deposit Sound System		\$104.80			\$115.25
All Groups	Personnel Time (Mandatory 3 Staff)		Cost Recovery			Cost Recovery
All Groups	Cancellation 5-31 Days Prior to Event		100% Deposit & 50% of Total Rental Fees			
All Groups	Cancellation 0-4 Days Prior to Event		100% Deposit & 100% of Total Rental Rees			

Attachment: RESOLUTION NO. 2022 _____ (6020 : ADOPTION OF RESOLUTION USER FEES 2023)

Fee Description	Current 2020-2022	Proposed 2023
Library		
Replacement Library Card	\$ 2.00	\$ 2.00
Out of State Library Card	\$ 10.00	\$ 10.00
Overdue Book Adult Daily/Item	\$0.50 Max \$10/Item	\$0.50 Max \$10/Item
Overdue Book Children (12 Years & Younger) Daily/Item	\$0.25 Max \$10/Item	\$0.25 Max \$10/Item
Overdue Hot Spots/Kits/Book Club Bags Daily/Item	\$ 1.00	\$ 1.00
Overdue Audiobooks and Videos Daily/Item	\$ 0.50	\$ 0.50
Lost Materials Per Item	Cost Recovery & \$10 Processing Fee	Cost Recovery & \$10 Processing Fee
Replacement Bar Code (Books/Materials)	\$ 1.00	\$ 1.00
Print/Copy (BW) Single Sided Page	\$ 0.20	\$ 0.20
Print Color Single Sided Page	\$ 0.75	\$ 0.25
Fax Local Single Sided Page	\$ 1.00	\$ 1.00
Fax Long Distance Single Sided Page	\$ 2.00	\$ 2.00

Attachment: RESOLUTION NO. 2022 _____ (6020 : ADOPTION OF RESOLUTION USER FEES 2023)



Report to City Council

TO: Mayor and City Council

FROM: Melissa Walker, Acting Public Work Director/City Engineer

AGENDA DATE: December 6, 2022

TITLE: PEN19-0244 (TR 33436) – APPROVE COOPERATIVE AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, THE CITY, AND KB HOME COASTAL, INC., FOR THE SUNNYMEAD MDP LINE Q-3, STAGE 4, LOCATED ON IRONWOOD AVENUE WEST OF LASSELLE STREET AND LASSELLE STREET FROM IRONWOOD AVENUE TO KALMIA AVENUE
DEVELOPER: KB HOME COASTAL, INC.

RECOMMENDED ACTION

Recommendations:

1. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (the District), the City of Moreno Valley (the City), and KB Home Coastal, Inc. (the Developer), for the Sunnymead MDP Line Q-3, Stage 4;
2. Authorize the City Manager, or designee, to execute the Cooperative Agreement and any subsequent amendments, subject to the approval of the City Attorney; and
3. Direct the City Clerk to forward the signed Cooperative Agreement to the District.

SUMMARY

This report recommends approval of the Cooperative Agreement between the District, the City, and the Developer to allow for the construction of storm drain facilities. As a condition of approval for PEN19-0244 (TR 33436), a residential subdivision development with 104 lots, the City requires the developer to construct certain public improvements in order to provide flood protection and drainage as a result of the

developer's planned development. The Cooperative Agreement (Attachment 2) is the District's mechanism by which the District, the City, and the Developer coordinate the construction and maintenance of master storm drain facilities.

DISCUSSION

On July 5, 2022, the City Council of the City of Moreno Valley approved Tract Map 33436. The project is for the construction of a residential subdivision development with 104 lots. The project site is located on the northwest corner of Ironwood Avenue and Lasselle Street. (Attachment 1).

The Developer will be responsible for the design and construction of the project improvements. The Developer will prepare plans and specifications in accordance with the District's and the City's standards and submit improvement plans to the District and the City for review and approval. The City will review the plans and specifications, provide inspection for the construction, and accept responsibility for the operation and maintenance of the City's drainage facilities, if the developer meets all requirements of the agreement. The District will review the plans and specifications, provide inspection for the construction, and accept ownership and responsibility for the maintenance of the District's drainage facilities, if the developer meets all requirements of the agreement.

Prior to the construction of the facility, the Developer will be required to submit bonds for the improvements and execute an Agreement for Public Improvements, as approved by the Public Works Director/City Engineer for PEN19-0244 (TR 33436). The Agreement will include a Faithful Performance bond and Material and Labor bond for both the District's drainage facility and the City's drainage facility. The storm drain portion of the bonds will be held by the City until completion of the storm drain and acceptance of the storm drain improvements by the City and the District.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow the project to construct master drainage plan storm drain facilities.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will not allow the project to construct master drainage plan storm drain facilities.*

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Larry Gonzales
Senior Engineer, P.E.

Department Head Approval:
Melissa Walker, P.E.
Acting Public Works Director/City Engineer

Concurred By:
Clement Jimenez, P.E.
Principal 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.

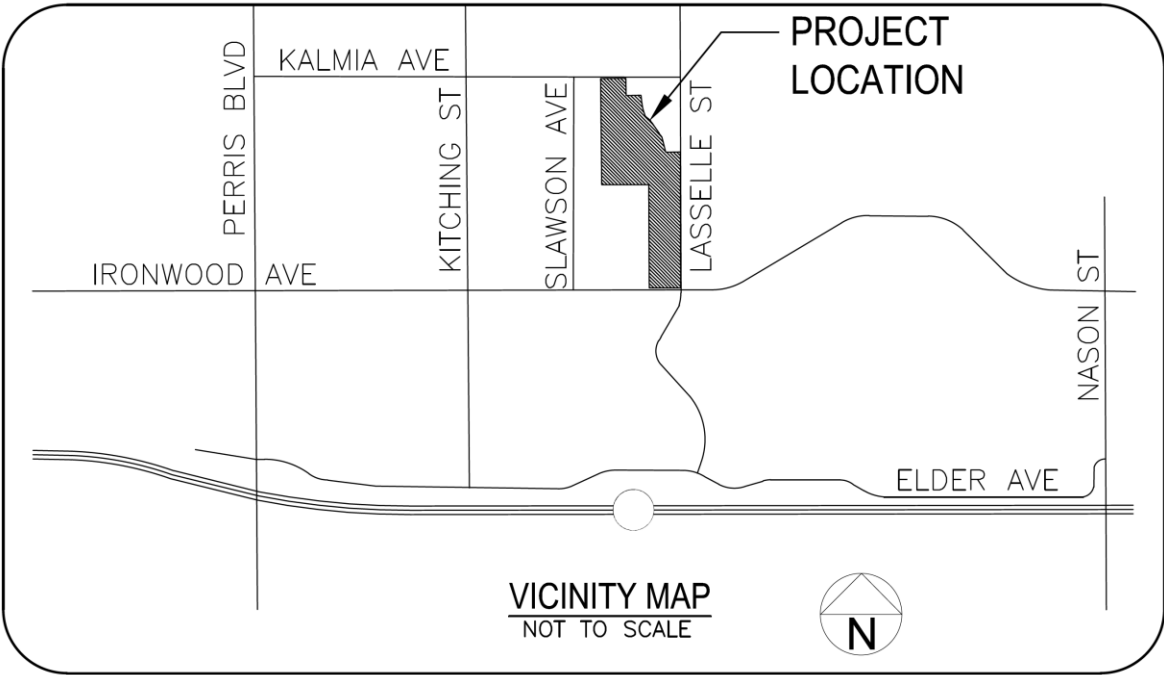
ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Vicinity Map PEN19-0244 (TR 33436)
- 2. Cooperative Agreement - Sunnymead MDP Line Q-3, Stage 4

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/30/22 8:30 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/30/22 8:35 AM



**CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT
DIVISION**

**PEN19-0244 (TR 33436)
Vicinity Map**

Attachment: Vicinity Map PEN19-0244 (TR 33436) (6004 : PEN19-0244 (TR 33436) – APPROVE COOPERATIVE AGREEMENT)

COOPERATIVE AGREEMENT
Sunnymead MDP Line Q-3, Stage 4
Project No. 4-0-00353
Tract Map No. 33436

This Cooperative Agreement ("Agreement"), dated as of _____, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Moreno Valley, a municipal corporation of the State of California ("CITY"), and KB HOME Coastal Inc., a California corporation ("DEVELOPER"). DISTRICT, CITY and DEVELOPER are individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the City of Moreno Valley and has submitted for approval Tract Map No. 33436 related to the property. The legal description of the property related to Tract Map No. 33436 is provided in Exhibit "A", attached hereto and made a part hereof; and

B. DEVELOPER has submitted for approval Tract Map No. 33436, related to the property, which is located in the City of Moreno Valley. As a condition of approval for Tract Map No. 33436, DEVELOPER must construct certain flood control facilities to provide flood protection and drainage for DEVELOPER's planned development; and

C. The required flood control facilities and drainage improvements related to Tract Map No. 33436 are identified in DISTRICT's Sunnymead Master Drainage Plan ("MDP"), as shown on DISTRICT's Drawing No. 4-0999 and are shown in concept on Exhibit "B", attached hereto and made a part hereof, and include the construction of:

- i. Sunnymead MDP - LINE Q-3, Stage 4 ("LINE Q-3 STAGE 4") consisting of approximately 3,340 lineal feet of 54-inch reinforced

concrete pipe, as shown in blue on Exhibit "B". At the downstream terminus, LINE Q-3 STAGE 4 will connect to DISTRICT's Sunnymead MDP Line Q-3, Stage 3 facility (DISTRICT's Drawing No. 4-0618). At its upstream terminus, LINE Q-3 STAGE 4 ends with concrete bulkhead for future extension; and

- ii. All safety devices requested by DISTRICT staff during the course of project construction and during any final field inspections, including, but not limited to, concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor and are subject to DISTRICT's inspection and approval.
- iii. Together, LINE Q-3 STAGE 4 and SAFETY DEVICES are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

D. Associated with the construction of DISTRICT DRAINAGE FACILITIES are the construction of various catch basins, curbs and gutters, connector pipes, and certain lateral storm drains that are thirty-six inches (36") or less in diameter within CITY's right of way, hereinafter called ("CITY FACILITIES"); and

E. Together, DISTRICT DRAINAGE FACILITIES and CITY FACILITIES are hereinafter called ("PROJECT"); and

F. Tract Map No. 33436 is located within Sunnymead Area Drainage Plan ("SUNNYMEAD ADP"). The SUNNYMEAD ADP Fee obligation for Tract Map No. 33436 ("SUNNYMEAD ADP OBLIGATION") shall be calculated in accordance with the "Rules and Regulations for Administration of Sunnymead Area Drainage Plans", adopted September 16, 1980 as may be amended ("RULES"); and

- G. LINE Q-3 STAGE 4 is an identified segment of SUNNYMEAD ADP; and
- H. Pursuant to the RULES and the provisions of this Agreement, if DISTRICT estimates that upon constructing LINE Q-3 STAGE 4, DEVELOPER would earn ADP fee credit ("SUNNYMEAD ADP CREDIT") for constructing LINE Q-3 STAGE 4 as a segment of SUNNYMEAD ADP, SUNNYMEAD ADP CREDIT may be used to satisfy the SUNNYMEAD ADP fee obligation for future development for properties located within the boundaries of the SUNNYMEAD ADP, hereinafter called ("ELIGIBLE PROPERTIES"); and
- I. On or about September 29, 2022, DISTRICT and DEVELOPER entered into a Right of Entry and Inspection Agreement that authorizes DEVELOPER to construct DISTRICT DRAINAGE FACILITIES. Pursuant to the Right of Entry and Inspection Agreement, DEVELOPER has commenced construction of the At-Risk Portion of LINE Q-3 STAGE 4; and
- J. DEVELOPER and DISTRICT desire CITY to accept ownership and the responsibility for the operation and maintenance of CITY FACILITIES; and
- K. DEVELOPER and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES; and
- L. DISTRICT is willing to accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES provided DEVELOPER performs all of the following: (a) complies with this Agreement, (b) prepares PROJECT plans in accordance with DISTRICT and CITY approved plans and specifications and this Agreement, (c) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications, (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES

and CITY accepts ownership and responsibility for the operation and maintenance of CITY FACILITIES.

M. CITY is willing to (i) review and approve, in conjunction with DISTRICT, DEVELOPER's plans and specifications for PROJECT, (ii) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT DRAINAGE FACILITIES and CITY for CITY FACILITIES, (iii) inspect the construction of PROJECT, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way, and (v) accept ownership and responsibility for the operation and maintenance of CITY FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and CITY for their respective review and approval.
2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the processing and administration of this Agreement and (iii) construction inspection costs. Additionally, DEVELOPER shall pay CITY, within thirty (30) calendar days after receipt of periodic billings from CITY, any and all such amounts as are deemed

reasonably necessary by CITY to cover CITY's costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of rights of way and conveyance documents, (iii) the processing and administration of this Agreement and (iv) construction inspection costs.

3. By execution of this Agreement, grant DISTRICT and CITY the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection services for the construction of PROJECT, as set forth herein.

4. Upon execution of this Agreement, or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 33436 or any phase thereof, whichever occurs first, provide CITY with faithful performance and payment bonds in accordance with CITY's municipal code or ordinance, including any amendments thereto, for the estimated cost for construction of (i) DISTRICT DRAINAGE FACILITIES as determined by DISTRICT, and (ii) of CITY FACILITIES as determined by CITY. The surety, amount and form of the bonds, shall list CITY as an obligee and shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT and CITY FACILITIES are accepted by CITY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY.

5. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, deposit with DISTRICT (Attention: Business Office – Accounts Receivable), and notify DISTRICT (Attention: Contract Services Section), the estimated cost of providing construction

inspection for DISTRICT DRAINAGE FACILITIES, in an amount as determined and approved by DISTRICT.

6. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section), with a complete list of all contractors and subcontractors to be performing work on PROJECT, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

7. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section), with a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT.

8. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section), with a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations; Section 5157, Permit Required Confined Space; and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY's approval.

9. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. At minimum, the procured insurance coverages should adhere to DISTRICT's

required insurance provided in Exhibit "C", attached hereto and made a part hereof. DEVELOPER shall not commence operations until DISTRICT (Attention: Contract Services Section) and CITY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in part, to said breach of this Agreement.

10. Upon DISTRICT and CITY's approval of IMPROVEMENT PLANS, or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 33436 or any phase thereof, whichever occurs first, furnish DISTRICT (Attention: Plan Check Section) and CITY with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements, as may be needed for the construction, inspection, operation and maintenance of PROJECT as determined and approved by DISTRICT and CITY.

11. Furnish DISTRICT (Attention: Plan Check Section) and CITY each with a set of final mylar plans PROJECT plans and assign their ownership to DISTRICT and CITY respectively prior to the start on any portion of PROJECT construction.

12. After receiving DISTRICT's plan check and administrative clearance for PROJECT construction, as set forth in Sections I.4 through I.11, notify DISTRICT (Attention: Construction Management Section) and CITY with twenty (20) calendar days written notice of intent to start of construction of PROJECT, and include PROJECT's geotechnical firm, concrete

lab/test firm, D-Load test forms, trench shoring/false work calculations and concrete mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT and CITY have issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT. DISTRICT reserves the right to withhold issuance of the Notice to Proceed in accordance with Section IV.4.

13. Prior to commencing construction, obtain, at its sole cost and expense, and furnish DISTRICT (Attention: Plan Check Section) and CITY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority.

14. Not permit any change to or modification of DISTRICT and CITY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and CITY.

15. Comply with all Cal/OSHA safety regulations including but not limited to regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY employees on the site.

16. Upon receipt of DISTRICT's written Notice to Proceed, construct or cause to be constructed PROJECT at DEVELOPER's sole cost and expense, in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

17. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice that

PROJECT construction is substantially complete and requesting that DISTRICT conduct a final inspection of DISTRICT DRAINAGE FACILITIES and that CITY conduct a final inspection of PROJECT.

18. Upon completion of PROJECT construction, accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES; and (ii) CITY accepts ownership and responsibility for operation and maintenance of CITY FACILITIES. If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

19. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section) with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record and (iii) a redlined "record drawings" copy of IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office; after which the engineer shall review, stamp and sign the original IMPROVEMENT PLANS as "record drawings".

20. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable local, state and federal laws and regulations including, but not limited to, all applicable provisions of the Labor

Code, Business and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

21. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.
2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.
4. Endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) calendar days of receipt of DEVELOPER's complete written notice of intent to start of construction of PROJECT as set forth in Section I.12.; however, DISTRICT's construction inspection staff is limited and, therefore, the timing of issuance of a Notice to Proceed is subject to staff availability.
5. Reserve the right to withhold issuance of the Notice to Proceed pursuant to Section IV.4.
6. Inspect construction of DISTRICT DRAINAGE FACILITIES.

7. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated with the (i) review and approval of IMPROVEMENT PLANS, and (ii) processing and administration of this Agreement.

8. Keep an accurate accounting of all DISTRICT construction inspection costs and within forty-five (45) calendar days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.5 exceeds such inspection costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) calendar days after DISTRICT's acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

9. Upon (i) DISTRICT acceptance of PROJECT construction as being complete and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLANS as set forth in Section I.19, provide DEVELOPER with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS.

10. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to any inspection and in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

11. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT DRAINAGE FACILITIES in accordance with Section I.17, (ii) DISTRICT acceptance of PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.19, (iv)

DISTRICT DRAINAGE FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT and (vi) DISTRICT's sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition.

12. Upon (i) DISTRICT acceptance of PROJECT construction as being complete and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLANS, as set forth in Section I.19, provide CITY with (i) a reproducible duplicate copy of "record drawings" of constructed DISTRICT DRAINAGE FACILITIES, (ii) a written notice that PROJECT is complete, and (iii) request CITY release bonds held for DISTRICT DRAINAGE FACILITIES and CITY FACILITIES.

SECTION III

CITY shall:

1. Review IMPROVEMENT PLANS and approve when CITY has determined that such plans meet CITY standards and are found acceptable to CITY prior to the start of PROJECT construction. CITY shall not request any modifications on the IMPROVEMENT PLANS without prior DISTRICT approval.

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, in accordance with CITY's municipal code or ordinance, including any amendments thereto, for the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and of CITY FACILITIES as determined by CITY and hold said bonds as provided in this Agreement. The surety, amount and form of the bonds, shall list CITY as an obligee and shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT and CITY FACILITIES are accepted by CITY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer,

which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY. CITY shall not release said bonds until DISTRICT provides CITY with a reproducible duplicate copy of "record drawings" and written notification that PROJECT is complete, as set forth in Section II.12.

3. Request DEVELOPER to update the construction schedule, as deemed necessary.
4. Grant DISTRICT, by execution of this Agreement, the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way.
5. Inspect PROJECT construction.
6. Accept ownership and sole responsibility for the operation and maintenance of CITY FACILITIES upon (i) DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, ii) CITY's final inspection of CITY FACILITIES, and (iii) CITY's sole determination that CITY FACILITIES are constructed in accordance with plans and specifications and in a satisfactorily maintained condition.
7. Release occupancy permits in accordance with the approved Conditions of Approval for Tract Map No. 33436.
8. Upon DISTRICT and CITY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT DRAINAGE FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

1. DISTRICT may withhold acceptance for ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES unless and until DEVELOPER performs all obligations under this Agreement.

2. All construction work involved with PROJECT shall be inspected by DEVELOPER, DISTRICT and CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing that construction of PROJECT is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

3. DISTRICT and CITY personnel may observe and inspect all work being done on DISTRICT DRAINAGE FACILITIES but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT.

4. If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed after this period of time pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.12. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT DRAINAGE FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT

5. DEVELOPER shall complete construction of PROJECT within twelve (12) months after commencement of construction of PROJECT, unless CITY and DISTRICT agree to extend the time to complete construction. Failure of DEVELOPER to perform the work

within the agreed upon time shall constitute authority for (i) DISTRICT to terminate the Agreement and (ii) CITY to perform the remaining work on PROJECT and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. Should CITY perform the remaining work on PROJECT under this section, DEVELOPER grants to CITY and CITY's officers, deputies, employees, agents, representatives, contractors and other designees the irrevocable permission to enter upon the Tract Map No. 33436 to complete construction and remaining work on PROJECT. This right of entry shall terminate when such construction and remaining work is complete. CITY shall subsequently reimburse DISTRICT from the funds paid by DEVELOPER's surety for any DISTRICT costs incurred.

6. In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience, and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT DRAINAGE FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.5 exceeds Ten Thousand Dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) calendar days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of Ten Thousand Dollars (\$10,000) shall be retained on account.

7. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless otherwise approved in writing by DISTRICT and CITY. If DEVELOPER feels it is necessary to

work more than the normal forty (40) hour work week or on DISTRICT or CITY designated legal holidays, DEVELOPER shall make a written request for permission from DISTRICT and CITY to work the additional hours. The request shall be submitted to DISTRICT and CITY at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT and CITY at their sole discretion and shall be final. If permission is granted by DISTRICT and CITY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with the CITY's municipal code or ordinance, including any amendments thereto.

8. DEVELOPER shall indemnify, defend, and hold harmless, and require DEVELOPER's construction contractor(s) to indemnify, defend and hold harmless, DISTRICT, the County of Riverside and CITY (including their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, Council, elected and appointed officials, employees, contractors, agents and representatives) (individually and collectively hereinafter referred to as "Indemnitees") from any liability action, claim or damage whatsoever, based or asserted upon any acts, omissions, or services of DEVELOPER and/or DEVELOPER's construction contractor(s), (including their respective officers, employees, subcontractors, agents or representatives) (individually and collectively hereinafter referred to as "Indemnitors") arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. DEVELOPER or DEVELOPER's construction contractor(s) shall defend, at its sole expense, the Indemnitees, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards), in any claim or action based upon such alleged

acts or omissions. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of the Agreement.

9. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and may adjust, settle, compromise any such claim only with the prior consent of DISTRICT, the County of Riverside and CITY. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification obligations to Indemnitees as set forth herein.

10. DEVELOPER and DEVELOPER's construction contractor(s) indemnification obligations hereunder shall be satisfied when DEVELOPER or DEVELOPER's construction contractor(s) has provided to DISTRICT and CITY the appropriate form of dismissal (or similar document) relieving DISTRICT, the County of Riverside, or CITY from any liability for the claim, proceeding or action involved.

11. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER or DEVELOPER's construction contractor(s) obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

12. In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve DEVELOPER or DEVELOPER's construction contractor(s) from indemnifying the Indemnitees to the fullest extent allowed by law.

13. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the County of Riverside, and CITY (including their respective agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, Council, elected and appointed officials, employees, agents and representatives) from any and all

claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, including but not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release of DEVELOPER by DISTRICT, the County of Riverside, or CITY (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, Council, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of PROJECT, after the acceptance of PROJECT by DISTRICT and CITY, as described in this Agreement.

14. Any waiver by any Party hereto of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any Party hereto to require exact, full and complete compliance with any terms of this Agreement of any other Party shall not be construed as in any manner changing the terms hereof, or stopping such Party from enforcement hereof.

15. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL
 AND WATER CONSERVATION DISTRICT
 1995 Market Street
 Riverside, CA 92501
 Attn: Contracts Services Section

To CITY: CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, CA 92552
Attn: Michael Lloyd

To DEVELOPER: KB HOME Coastal Inc.
36310 Inland Valley Drive, Suite 300
Wildomar, CA 92595
Attn: Caine Tsutsui

16. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

17. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other County.

18. This Agreement is the result of negotiations between the Parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

19. The provisions of this Agreement are solely for the benefit of the Parties, and not for the benefit of any third party. Accordingly, no third party shall have any right or action based on the provisions of this Agreement.

20. The rights and obligations of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

21. No Party shall assign this Agreement without the written consent of all other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect.

22. In the event DEVELOPER sells Tract Map No. 33436, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later than thirty (30) calendar days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties in this Agreement until DISTRICT, CITY, DEVELOPER and the new owner(s) of Tract Map No. 33436 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations in this Agreement to the new owner(s) of Tract Map No. 33436.

23. The individual(s) executing this Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Agreement and have been authorized to do so by all boards of directors, legal counsel, and/or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

24. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

25. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

//

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By _____
JASON E. UHLEY
General Manager-Chief Engineer

By _____
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH TRAN
County Counsel

KECIA HARPER
Clerk of the Board

By _____
CAROLINE K. MONROY
Deputy County Counsel

By _____
Deputy

(SEAL)

[Signed in Counterpart]

Cooperative Agreement:
Sunnymead MDP Line Q-3, Stage 4
Project Nos. 4-0-00353
Tract Map No. 33436
AMR:blm
10/19/22

Attachment: Cooperative Agreement - Sunnymead MDP Line Q-3, Stage 4 (6004 : PEN19-0244 (TR 33436) – APPROVE COOPERATIVE

RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY

By _____
MIKE LEE
City Manager

APPROVED AS TO FORM:

ATTEST:

By _____
STEVE QUINTANILLA
Interim City Attorney

By _____
JANE HALSTEAD
City Clerk

(SEAL)

Cooperative Agreement:
Sunnymead MDP Line Q-3, Stage 4
Project Nos. 4-0-00353
Tract Map No. 33436
AMR:blm
10/19/22

Attachment: Cooperative Agreement - Sunnymead MDP Line Q-3, Stage 4 (6004 : PEN19-0244 (TR 33436) – APPROVE COOPERATIVE

KB HOME Coastal Inc.,
a California corporation

By _____
SCOTT HANSEN
Vice President

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement:
Sunnymead MDP Line Q-3, Stage 4
Project Nos. 4-0-00353
Tract Map No. 33436
AMR:blm
10/19/22

Attachment: Cooperative Agreement - Sunnymead MDP Line Q-3, Stage 4 (6004 : PEN19-0244 (TR 33436) – APPROVE COOPERATIVE

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY.

[APN: 474-200-014-4](#)

PARCEL 2:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO AN OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, JUNE 11, 1883;

EXCEPTING FROM THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 00° 07' 22" EAST 938.53 FEET ON THE EAST LINE OF SAID SECTION; THENCE NORTH 89° 52' 38" WEST 148.59 FEET; THENCE NORTH 12° 29' 22" WEST 175.99 FEET; THENCE NORTH 33° 53' 42" WEST 290.38 FEET; THENCE NORTH 47° 58' 02" WEST 88.50 FEET; THENCE NORTH 17° 14' 02" WEST 130.52 FEET. THENCE NORTH 05° 38' 22" WEST 152.74 FEET; THENCE SOUTH 89° 59' 29" WEST 196.05 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH 00° 05' 17" WEST 190 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH 89° 49' 23" EAST 661.99 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE EAST 10 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MARCH 21, 1977 AS [INSTRUMENT NO. 46924](#).

ALSO EXCEPTING THE SOUTHERLY 30 FEET IN IRONWOOD AVENUE.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 3 WEST, S.B.M., DESCRIBED AS FOLLOWS:

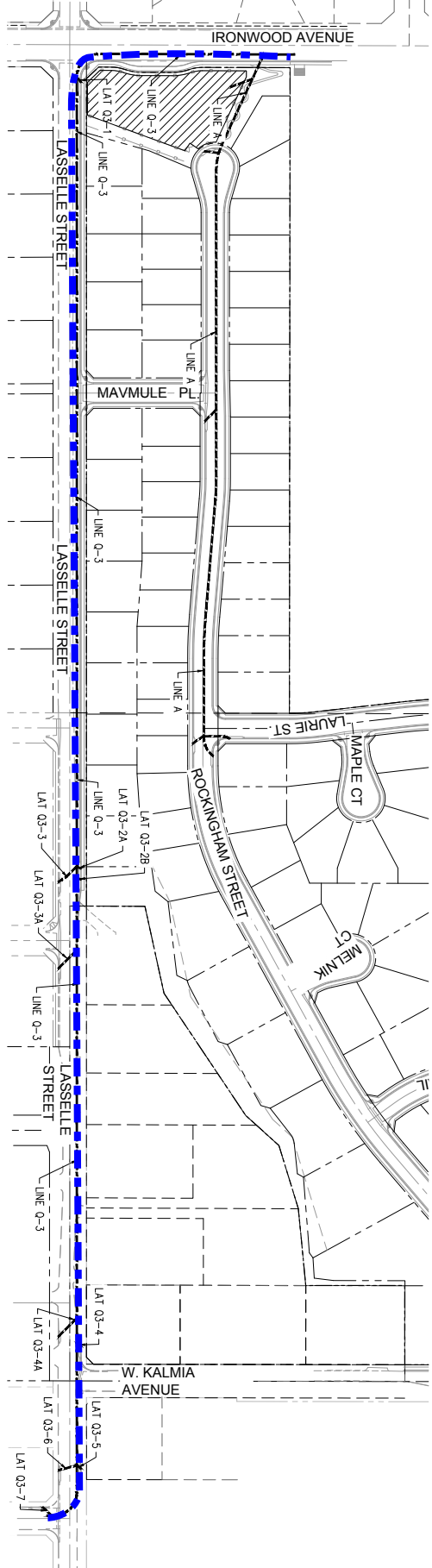
BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 32: THENCE ALONG THE SOUTH LINE OF SAID SECTION 32, NORTH 89° 55' 15" WEST A DISTANCE OF 435.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0° 02' 41" WEST A DISTANCE OF 1320.05 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32: THENCE ALONG SAID NORTH LINE, NORTH 89° 57' 56" WEST A DISTANCE OF 891.59 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, SOUTH 0° 02' 41" EAST A DISTANCE OF 1319.35 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 32; THENCE ALONG SAID SOUTH

Attachment: Cooperative Agreement - Sunnymead MDP Line Q-3, Stage 4 (6004 : PEN19-0244 (TR 33436) – APPROVE COOPERATIVE

**EXHIBIT A
(Continued)**

LINE OF SAID SECTION 32; THENCE ALONG SAID SOUTH LINE OF SAID SECTION 32 SOUTH 89° 55' 15" EAST A DISTANCE OF 891.59 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

[APN: 474-200-025-4](#)



LEGEND:

- MAINTAINED BY RCF&M/C/D
- MAINTAINED BY CITY OF MORENO VALLEY
- MAINTAINED BY CITY OF MORENO VALLEY

INDEX MAP
SCALE 1"=100'

E. KALMIA AVENUE

Attachment: Cooperative Agreement - Sunnymead MDP Line Q-3, Stage 4 (6004 : PEN19-0244 (TR 33436) – APPROVE COOPERATIVE

EXHIBIT C

DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If DEVELOPER has employees as defined by the State of California, DEVELOPER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If DEVELOPER's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- c. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the

monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

- g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.



Report to City Council

TO: Mayor and City Council

FROM: Melissa Walker, Acting Public Work Director/City Engineer

AGENDA DATE: December 6, 2022

TITLE: AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB CONSTRUCTION INC. FOR THE JUAN BAUTISTA DE ANZA MULTI-USE TRAIL ATP-4, FROM THE MORENO VALLEY MALL TO IRIS AVE, PROJECT NO. 801 0086

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2022-XXX, rejecting apparent low bidder as non-responsive and awarding a construction contract to lowest responsive and responsible bidder PUB Construction Inc. for the Juan Bautista de Anza Multi-Use Trail ATP-4 from the Moreno Valley Mall to Iris Avenue, Project No. 801 0086 and authorize the City Manager to execute a contract in substantial conformance with the attached contract in the amount of \$5,949,539.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
2. Award an agreement for Professional Consultant Service to TKE Engineering, Inc. to provide construction management and inspection services for the Juan Bautista de Anza Multi-Use Trail ATP-4, from the Moreno Valley Mall to Iris Avenue, Project No. 801 0086 project and authorize the City Manager to execute the agreement and any subsequent amendments with TKE Engineering, Inc. in the amount of \$325,645.00;
3. Award an agreement for Professional Consultant Service to RMA Group to provide material testing and geotechnical services for the Juan Bautista de Anza Multi-Use Trail ATP-4, from the Moreno Valley Mall to Iris Avenue, Project No. 801 0086 project and authorize the City Manager to execute the agreement and any subsequent amendments with RMA Group in the amount of \$93,800.00;

4. Approve the First Amendment to KOA Corporation to provide Landscape Design and Design Support Services during construction for the Juan Bautista de Anza Multi-Use Trail from Moreno Valley Mall to Iris Avenue; authorize the First Amendment to extend the termination date from December 31, 2022 to June 30, 2023; and authorize the City Manager to execute the First Amendment to Agreement and any subsequent amendments with KOA Corporation in the amount of \$22,247.50;
5. Approve the Fourth Amendment to the On-Call Agreement for Professional Civil Engineer/Project Manager services with CAV Consulting for various CIP projects including this project and authorize the City Manager to execute the Fourth Amendment to Agreement and any subsequent amendments with CAV Consulting;
6. Authorize the issuance of a Purchase Order to PUB Construction Inc. in the amount of \$6,544,492.90 (bid amount plus a 10% contingency), a Purchase Order to TKE Engineering, Inc. in the amount of \$325,645.00, and a Purchase Order to RMA Group in the amount of \$93,800.00, necessary for completing the construction of this project, funded by Capital Projects Grants Fund (Fund 2301);
7. Approve the change order to the existing Purchase Order for KOA Corporation in the amount \$22,247.50, funded by Capital Projects Grants Fund (Fund 2301) for a not-to-exceed Purchase Order total amount of \$505,071.50 once the Amendment has been signed by all parties;
8. Approve the change order to the existing Purchase Order for CAV Consulting in the amount \$100,000, funded by Gas Tax Fund (Fund 2000), for a not-to-exceed Purchase Order total amount of \$574,500.00 once the Amendment has been signed by all parties; and
9. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to PUB Construction Inc. contract not exceeding the contingency of \$594,953.90, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of a contract with PUB Construction Inc. for the construction of the Juan Bautista de Anza Multi-Use Trail from Moreno Valley Mall to Iris Avenue project. Included with this report as Attachment #1 is a Vicinity Map showing the location and limits of the project. The project is funded with ATP grant cycle 4 Funds. The report also recommends approval of a professional consultant agreement for construction management and inspection services with TKE Engineering, Inc., a professional consultant agreement for material testing and geotechnical services with RMA Group, a first amendment to the agreement with KOA Corporation for Landscape Design, Plans, and specifications and Construction Support services, and a fourth

amendment to the agreement with CAV Consulting for project management services. This project is funded by Capital Projects Grants Fund (Fund 2301) and consistent with the City Council's Momentum MoVal Strategic Plan to complete the Juan Bautista de Anza Multi-Use Trail. There is no impact to the General Fund.

DISCUSSION

The Active Transportation Program (ATP) was created by California Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation, such as biking and walking. Eligible projects for ATP grant funding include pedestrian facilities, traffic control devices, bicycle facilities, and recreational trails.

On June 19, 2018, City Council approved submission of an application for this project under the ATP Cycle 4 Call for Projects. The project was subsequently approved, and on April 16, 2019, the City Council accepted the ATP Cycle 4 grant in total amount of \$8.4 Million for the project. At the October 9, 2019 California Transportation Commission (CTC) meeting, the CTC allocated funding in the amount of \$1,010,000 for the Plans, Specifications and Estimate (PS&E) and ROW phases and authorized the City to proceed with the project. The Design Plans, Specifications and Engineers Estimate (PS&E) were completed in April 2022. All Right-of-Way and easements for the Project were procured and the City applied for and received a permit from the Department of Water Resources (DWR) for the construction of the trail.

On April 28, 2022, the City self-certified the PS&E and RW/Easements and submitted application to the California Transportation Commission (CTC) for the allocation of Construction Funds to complete the project. During the June 30, 2022 CTC Meeting, the CTC approved the Funding Allocation to the City of Moreno Valley to bid and complete the construction Phase of the Project. On July 13, 2022, the City received a letter from the Department of Transportation, Division of Local Assistance officially making the funding allocation for the Construction Phase of this project in the amount of \$7,393,000.00. The ATP Cycle 4 Allocation funds 100% of all hard and soft costs for completing the project including Construction Costs (hard costs), Project Management, Construction Management/Inspection Services, Geotechnical Services, design support during construction, permit fees, and all other costs associated with the completion of the construction phase. The construction contract must be awarded by December 31, 2022 in order to remain eligible for ATP grant funding.

The Juan Bautista de Anza Multi-Use Trail project extends from the Moreno Valley Mall to Iris Avenue. The Design Plans, Specification, Engineers Estimate (PS&E), acquisition of right-of-way and easements, and required permits have been completed. This project consists of the trail construction of approximately four miles, in varying segments lengths, from Moreno Valley Mall to Iris Avenue. When these segments are completed, they will connect to other segments of the overall trail project funded through previous ATP cycles or constructed by development activities. These other segments include Iris Avenue to El Portero Park and the southern portion of the trail from El Portero Park to Lake Perris State Park.

The project was advertised for construction bids on September 8, 2022, and formal bidding procedures were followed in conformance with the Public Contract Code. Two (2) bids were received via the electronic bid management system, PlanetBids, on October 20, 2022, as follows:

<u>CONTRACTORS</u>	<u>Base Bid + Additive Alt. Bids</u>
1. GMZ Engineering Inc. (Non-Responsive)	\$5,862,082.00
2. PUB Construction Inc.	\$5,949,539.00
ENGINEER’S ESTIMATE (BASE BID ITEMS)	\$5,202,560.00
ENGINEER’S ESTIMATE (BASE BID & Add Alts A1 and A2)	\$5,478,530.00

The apparent lowest bidder, GMZ was determined to be non-responsive for lack of meeting the Technical Provisions, specifically “Payment for Mobilization”, Contract specifications specifically, performing at least 50% of the Contract work and not providing required wet signature originals of Bidder’s Bonds.

The lowest responsible bidder was determined by comparing the cumulative total for all base bid and additive alternate bid items as stipulated in the bidding documents. Staff has reviewed the bid by PUB Construction Inc. and finds it to be the lowest responsive and responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by PUB Construction Inc. in their bid. Staff recommends awarding a contract with the base bid and additive alternate bids 1 and 2 which is to remove existing and construct 6" PCC Pavement (instead of 4" AC Pavement (Bid Item 28)) (allowance) and remove existing and construct 4" aggregate base over 95% compacted native (allowance).

A contingency of 10% of the bid amount (\$ 594,953.90) is recommended to account for any differing field conditions and unforeseen conditions that may occur during completion of the project. The contingency is also recommended to allow rapid response to avoid unnecessary construction delays that typically result in contractor change orders from unforeseen circumstances encountered during construction.

Staff recommends awarding an agreement TKE Engineering, Inc. in an amount of \$325,645.00 to provide construction management and inspection services for this project. The consultant is responsible for managing all construction activities for the project from start to finish and for performing field inspection of the work to ensure the improvements are constructed per the project plans and specifications.

Staff recommends awarding an agreement to RMA Group in an amount of \$93,800.00 to provide material and geotechnical services for this project that generally include performing tests on the trails subbase and native soil, contractor’s furnished asphalt, and concrete materials and observing the placement of these materials in the field to ensure the construction meets the project requirements. Both TKE Engineering, Inc. and RMA Group were selected through a request for proposal and selection process

and deemed to be highly qualified to perform these quality check/quality assurance (QA/QC) services for the project.

Staff recommends approving the First Amendment to the on-call agreement with KOA Corporation to provide landscape design services and construction support services during the project construction. KOA was awarded with a design contract on July 2, 2020 in the amount of \$482,824.00 to provide design services for the project PS&E and Right-of-Way acquisition to complete the project. Additional design services to add landscaping was required for the CTC Funding Allocation. Also, additional services are required for design support services during project construction. Staff is recommending increasing KOA Corporation's contract amount for an additional \$22,247.50 with this First Amendment using ATP4 Funds as allowed in the Construction Allocation for this project.

Staff also recommends approving the Fourth Amendment to the on-call agreement with CAV Consulting to continue providing project management services on various CIP projects, including this project. CAV Consulting was awarded with a contract in the amount of \$74,500 in September 2021 to assist with project management workload in the Capital Projects Division. In February 2022, CAV Consulting was approved with the Second Amendment which increased the contract amount by \$200,000 and extended their agreement until December 2023. In June 2022, CAV Consulting was approved with the Third Amendment which increased the contract amount by \$200,000. With the current large-scale pavement rehabilitation projects underway, continued project management and consultant assistance is necessary to deliver CIP projects on schedule. Staff is recommending increasing CAV Consulting's contract amount for additional \$100,000 with this Fourth Amendment using available Gas Tax Fund (Fund 2000) and other various funds/projects.

The Planning Division of the Community Development Department determined that this project is exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301(c) as a Class 1 (Existing Facilities), Article 19, commencing with Section 15300.

Approval of the recommended actions will support Initiative 4.6.1 of the Momentum MoVal Strategic Plan: "Complete the Juan Bautista De Anza Regional Trail".

Requests for Proposals (RFP) for Professional Consultant Services were distributed and advertised in accordance with the California State Department of Transportation (Caltrans) and City's processes in compliance with ATP grant program. The City received eight (8) proposals in response to the RFP for Construction Management/Inspection Services and seven (7) proposals in response to the RFP for Geotechnical services. Following a competitive selection process, TKE Engineering, Inc. was selected as the most qualified consultant to perform the Construction Management/Inspection Services and RMA Group was selected as the most qualified consultant to perform the Geotechnical Services The selection process was pursuant to the City's Municipal Code requirements for professional services procurement.

Staff recommends the award of the design contract to KOA Corporation for the preliminary engineering, design, and right-of-way phases and construction support for the Juan Bautista de Anza Multi-Use Trail from Moreno Valley Mall to Iris Avenue project.

Approval of the recommended actions would support Objective 4.6.1 of the Momentum MoVal Strategic Plan: "Complete the Juan Bautista De Anza Multi-Use Trail."

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the Juan Bautista De Anza Multi-Use Trail project to move forward and be completed in accordance with the grant requirements.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the Juan Bautista De Anza Multi-Use Trail project and jeopardize funding within the approved schedule.*

FISCAL IMPACT

The Juan Bautista De Anza Multi-Use project is included in the Fiscal Year 2021/22 and 2022/23 Capital Improvement Plan (CIP) as a funded project. The project is fully funded by Caltrans ATP Grant Cycle 4 (Fund 2301). The ATP funding will provide reimbursement of up to \$7,393,000 with a 100% reimbursement rate (no local match required) for Construction (hard and soft costs). There is no impact to the General Fund.

AVAILABLE PROJECT BUDGET FY 2022/23:

Capital Projects Grants	
(Account No. 2301-70-77-80001-720199) (Project No. 801 0086-2301-99)...	<u>\$7,393,000</u>
Total.....	<u>\$7,393,000</u>

ESTIMATED COSTS FOR Construction

Construction	w/	10%
Contingency.....		\$6,030,000
Construction		
Management/Inspection.....		\$ 370,000
Geotechnical Services.....		\$ 60,000
Project Management.....		\$ 90,000
Administration*.....		<u>\$ 200,000</u>

Total Estimated Costs..... \$6,750,000

*Includes City project administration, application fees, related miscellaneous costs, and approvals.

ANTICIPATED PROJECT SCHEDULE:

Start Construction.....	Winter 2022/23
Complete Construction.....	Summer 2023

NOTIFICATION

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

PREPARATION OF STAFF REPORT

Prepared By:
Harold Zamora, P.E.
Capital Projects Division Manager

Department Head Approval:
Melissa Walker, P.E.
Acting Public Works Director/City Engineer

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Location Map
- 2. Agreement with PUB Construction Inc.
- 3. Agreement with TKE Engineering
- 4. Agreement with RMA Group
- 5. First Amendment to Agreement with KOA Corporation
- 6. Fourth Amendment to Agreement with CAV Consulting
- 7. RESOLUTION REJECTING GMZ BID JUAN BAUTISTA TRAIL PROJECT

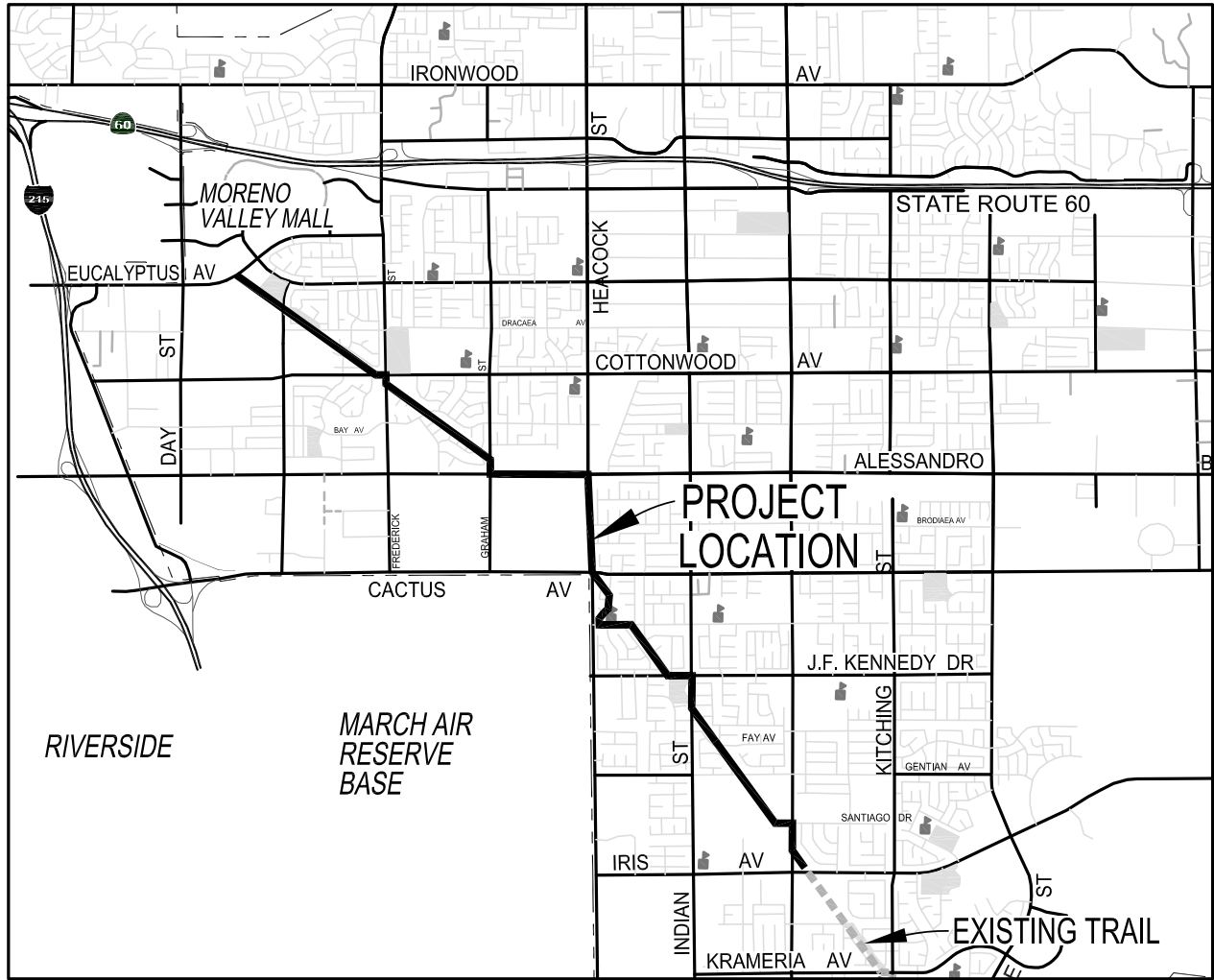
APPROVALS

Budget Officer Approval	<u> ✓ Approved </u>	11/28/22 7:47 AM
City Attorney Approval	<u> ✓ Approved </u>	


City Manager Approval

✓ Approved

11/28/22 3:57 PM



LEGEND

-  PROJECT LOCATION
-  EXISTING TRAIL ALIGNMENT



Juan Bautista de Anza Multi-Use Trail - ATP 4

Public Works Department
Capital Projects Division

Scale: None

FROM MORENO VALLEY MALL
TO IRIS AVENUE

Attachment: Location Map (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB CONSTRUCTION INC. FOR THE JUAN

Agreement No. _____

AGREEMENT

**PROJECT NO. 801 0086
ATPSB1L-5441(076)
JUAN BAUTISTA DE ANZA
MULTI-USE IMPROVEMENT TRAIL - PHASE 4**

THIS Agreement is made and entered into this ____ day of _____ 202__ (“Effective Date”) by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **PUB Construction Inc.**, hereinafter called the "Contractor."

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

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

- A. This Agreement
- 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. Addenda Nos. 0 inclusive, issued prior to the Bid Deadline
- E. The bound Contract Documents that includes City Special Provisions, General Provisions, and Technical Provisions
- F. Standard Specifications for Public Works Construction (“Greenbook”) – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- G. Reference Specifications/Reference Documents other than those listed in paragraph 2, below
- H. Project Plans
- I. City Standard Plans
- J. Caltrans Standard Plans
- K. EMWD Standard Plans
- L. Governmental approvals, including, but not limited to, permits required for the Work
- M. Contractor’s Labor and Materials Payment Bond (for reference only)
- N. Contractor’s Faithful Performance Bond (for reference only)
- O. Contractor’s Certificates of Insurance and Additional Insured Endorsements

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

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

- A. None

Attachment: Agreement with PUB Construction Inc. (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

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 Bid Schedule submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Additive Alternate Bid Items, if any, awarded by the City is **Five Million Nine Hundred Forty Nine Thousand Five Hundred Thirty Nine and 00/100 Dollars (\$5,949,539.00)** (“Contract Price”). The Additive Alternate Bid Items selected by the City and included in the Contract are: **Additive Alternate Bid 1** and **Additive Alternate Bid 2**. It is understood and agreed that the quantities set forth in the Bid Schedule 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 Bid Schedule multiplied by the actual number of units performed, constructed, or completed as directed and measured 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 Section 7 of the Standard Specifications, as modified by Section 7 of the City Special Provisions.

5. CONTRACT TIME.

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

Base Bid	120 Working Days
Base Bid and Additive Alternate Bids (1 & 2)	150 Working Days

B. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the “Notice to Proceed to Fulfill Preconstruction Requirements.” The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **One Hundred Twenty (120) Working Days for the Base Bid only, and up to One Hundred Fifty (150) Working Days for Base Bid plus Additive Alternate Bids (1 and 2)**. The Contract Time includes the time necessary to fulfill preconstruction requirements and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements shall further specify that Contractor must complete the preconstruction requirements within **Ten (10) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

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

- Submitting and obtaining approval of Traffic Control Plans

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

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

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

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 complete the Work within the Contract Time, which includes the time necessary to fulfill preconstruction requirements and to complete construction of the Project (except as adjusted by subsequent Change Orders) in accordance with **Article 5** above. 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 deadlines 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 complete the Work within the Contract Time, Contractor agrees to pay the City **\$500.00 per Calendar Day** that completion of the each such portion of the Work is delayed beyond the Contract Time. 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 portions 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 **3-5** of the City 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, and the Moreno Valley Community Services District and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

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

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

7.3. Waivers of Subrogation. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District 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, and the Moreno Valley Community Services District 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 3-13.3 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, the 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, form, 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 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 five (5) 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, and the Moreno Valley Community Services District, and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop payment 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 the 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 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)

Attachment: Agreement with PUB Construction Inc. (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

CITY OF MORENO VALLEY, a Municipal Corporation

PUB Construction 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.

Attachment: Agreement with PUB Construction Inc. (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

**AGREEMENT FOR PROFESSIONAL CONSULTANT
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
JUAN BAUTISTA DE ANZA MULTI-USE IMPROVEMENT TRAIL – PHASE 4
ATPSB1L-5441(076)
PROJECT NO. 801 0086**

Attachment: Agreement with TKE Engineering [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

This Agreement is made and entered into this _____ day of _____ 202__ (“Effective Date”), by and between the City of Moreno Valley, a municipal corporation in the County of Riverside, State of California, hereinafter referred to as the “City,” and **TKE Engineering, Inc.**, California corporation, hereinafter referred to as “Consultant.”

RECITALS

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

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

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

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

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

DESCRIPTION OF SERVICES

1. The services are to perform construction management and inspection services for the construction of the PROJECT for compliance with construction drawings, specifications, applicable quality control standards, and applicable codes and regulations.

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 \$325,645.00 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 Exhibits A and B in accordance with the start date as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **December 30, 2023**, 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.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

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

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

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent 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,

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

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

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

(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,

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each 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”), 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.

CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONSULTANT shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.

CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of CONSULTANT as an independent Consultant of City and agents and employees of CONSULTANT, and not as agents or employees of City. CONSULTANT and City acknowledge and agree that City participates in a defined benefit plan (“CalPERS”), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.

CalPERS Retiree Disclosure. CONSULTANT hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for CONSULTANT who are retirees under the California Public Employees’ Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by CONSULTANT to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree’s obligations under applicable law, rules or regulations.

Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City’s employees, CONSULTANT shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either CONSULTANT or City files an appeal or court challenge, CONSULTANT and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

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 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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

anyone employed directly or indirectly by any of them.

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
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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.

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
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impair or prejudice any remedy available to City with respect to the breach.

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

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

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

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

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

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

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

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

25. (a) Consultant shall comply, and require its 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

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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 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.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
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(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its 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 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. Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
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understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services thereunder. Nothing herein shall be deemed or interpreted to limited a CalPERS retiree's obligations under applicable law, rules or regulations.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

TKE Engineering, Inc.

BY: _____
Mike Lee, City Manager

Date

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

Date

INTERNAL USE ONLY

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 TKE Engineering [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

EXHIBIT "A"

City of Moreno Valley



Request for Proposals ***Professional Consultant Construction Management and*** ***Inspection Services***

Project No. 801 0086

ATPSB1L-5441(076)

Juan Bautista De Anza Multi-Use Improvement Trail – Phase 4

Proposal Due Date:

October 14, 2022 at 2:00 pm, PST

Submit proposal online at:

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

Contact:

Capital Projects Division

Email: techinfo-capproj@moval.org

Phone: (951) 413-3130

I. Invitation

You are hereby invited to submit a Proposal for Construction Management and Inspection Services for Project No. 801 0086, for the City of Moreno Valley. Interested parties may register and download copies of the Request for Proposal (RFP) via City's online vendor portal at:

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

Proposals shall be submitted electronically (in PDF format) utilizing the above City's vendor portal.

NOTE: The proposer shall submit a separate electronic file for their technical proposal and a separate electronic file for the cost proposal for the project.

The proposer is solely responsible for "on time" submission of their electronic proposal. The City will only consider proposals that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the Bid Management System indicating that bid was submitted successfully. Transmission of proposals by any other means will not be accepted. Proposer shall be solely responsible for informing itself with respect to the proper utilization of 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. Failure of the proposer to successfully submit an electronic proposal shall be at the proposer's 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 directly at (818) 992-1771. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the proposal submission deadline.

II. Schedule of Important Dates

The following dates are critical in order to have the required services start in **December**, 2022.

	DATE	EVENT
1	October 14 , 2022	Proposal due date
2	October 19 , 2022	Proposals Review and Consultant Selection Complete
3	November 1 , 2022	Service Contract Award by City Council
4	December 5 , 2022	Start of Service

III. Scope of Services

The City of Moreno Valley seeks the submission of proposals to provide Construction Management and Inspection Services for the ATPSB1L-5441(076) Juan Bautista De Anza Multi-Use Improvement Trail – Phase 4 for the Capital Projects Division from interested and qualified

proposers. The construction management and inspection services shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations.

The City of Moreno Valley proposes to improve the existing concrete walkway on the Juan Bautista De Anza Multi Use Trail from Moreno Valley Mall to Iris Avenue by constructing a multiuse concrete trail for bicyclists and pedestrians. The proposed trail will consist of a ten (10) to fourteen (14)-foot-wide Portland cement concrete (PCC) bike path adjacent to a four (4)-foot wide decomposed granite path along the Santa Ana Pipeline (SAPL).

The proposed work includes, but is not limited to, the construction of AC or PCC multi-use trail; grading; excavation of earth and rock; excavation of PCC and AC; placement and compaction of fill materials and native soil; alley driveway, curb; curb and gutter; sidewalk; curb ramps; asphalt concrete paving over base; PCC pavement over base; PCC underdrain; retaining wall; handrail; drainage; pavement markings and traffic striping and markings; signage; bollards; traffic control; and landscape restoration. The project also includes high visibility crosswalks, traffic signal modification at the major street crossing, signage, and striping along the trail alignment.

The project includes base bid work items with a total of One Hundred Twenty (120) Working Days for the Base Bid only, and up to One Hundred Fifty (150) Working Days for Base Bid plus Additive Alternate Bids (1 and 2) 150 working days for the Contractor to complete the construction of Project No. 801 0086.

Please refer to project's Contract Documents and Construction Plans for more information.

The Consultant is to provide **one (1) inspector** who shall perform daily inspection and related tasks to ensure the construction is in compliance with the project Contract documents and will be under general direction of the City Senior Inspector to serve as staff inspectors for this project. The proposed inspectors shall have a minimum of three (3) years' experience in inspection of similar public works construction project. The Consultant shall submit resumes of the proposed inspectors along with the proposal for City review.

The Consultant is to provide **one (1) construction manager** and one inspector who, under general direction of the City Project Manager, shall manage and run the project from the start to end of the construction. The proposed professionals shall each have minimum of three (3) years' experience in managing similar public works project construction. Resumes for the proposed professionals are required to be submitted along with the proposal.

Construction management tasks shall include, but not be limited to:

1. Review and get familiarized with project plans and specifications, including project schedule.
2. Set-up and conduct pre-construction meeting with the contractor, sub-contractors, and individuals involving in the project.
3. Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data submittals and mix designs, Change Notices, Intend to File Change Notices, and Construction Change Orders (CCO), as well as review, price negotiations and issuance of the CCO to the contractor.

4. Prepare agenda and conduct weekly or bi-weekly construction progress meetings to keep track of contractor work progress. Provide weekly written progress reports/updates to the City Project Manager.
5. Coordinate and schedule inspection and material testing, compaction testing and other activities. Ensure adequate inspection coverage for the project.
6. Identify and report potential contractor claims and recommend resolution.
7. Prepare weekly statement of working days and send to the contractor. Maintain consistent communication with the contractor, the City, and all individuals involving this project.
8. Review contractor's invoices and quantities and approve for payments.
9. Provide regular monitoring of the construction progresses. Check work or quantities completed versus project schedule and total contract. The Construction Manager shall identify variances between actual and budgeted/estimated costs, and inform the City Project Manager prior to construction costs exceeding budgets or estimates.
10. Maintain the records of the followings, but not be limited to:
 - a. All changes and modifications to the Plans and Contract Documents. Note: The Consultant Construction Manager does not have authority to make changes or modifications to the Plans and Specifications, except as authorized by the Design Consultant and the City.
 - b. Addenda(s), change order(s), product data and material submittals, and samples.
 - c. Progress payments, inventories, and applicable codes, contractor's reports, correspondences, certified payrolls, and accident reports.
 - d. Certifications, shop drawings, photographs, as-builts, and other project related documents

IV. Community Workforce Agreement:

For project construction contract cost is \$1,000,000 or more, the Consultant and each Subconsultant (if any) shall execute a **Letter of Assent** which formally binds the Consultant and Subconsultant(s) to the terms of the 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"). A copy of the CWA and the Letter of Assent is attached as Appendix C for reference. By submitting a proposal for the requested services, the Consultant and Subconsultant(s) acknowledge that they have read the CWA and will execute the Letter of Assent binding themselves to the terms of the CWA applicable to this project, and will provide copies of the sign Letters of Assent to the City prior to performing any work on the project.

V. Proposal Format

Proposals shall be submitted electronically (in PDF format) utilizing the above City's vendor portal. The proposer shall submit a separate electronic file for their technical proposal and a separate electric file for cost proposal.

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.

A. Technical Proposal

Technical Proposal should include, but not be limited to, the following items:

1. Proposer's approach and understanding of all necessary tasks and steps involved for completing the required services;
2. A detailed scope of services to reflect the methods and procedures that the proposer intends to use to provide the required services. The scope of services outlined in this RFP is only provided as a guide and does not include all the tasks as required to complete the work.
3. List of staff member(s) who will provide the required services along with resume, certifications, and relevant experience. Please note that the City reserves the right to accept or reject any changes in the proposed staff member(s) during the term of the agreement.
4. List of similar projects or tasks performed by the proposed staff member(s).
5. Number of hours per week for each proposed staff that the firm can commit to provide the required services.
6. List of references.
7. Completed forms as required.

The following statement are required to be included in the proposal:

1. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this RFP 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 City of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone

numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

6. A statement that the Consultant acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the "Not-to-Exceed" fee as part of the Cost Proposal, and no additional compensation will be allowed therefor.
7. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns.
8. A statement that the Consultant acknowledges and understands that the Consultant will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. A statement that all charges for Consultant services is a "Not-to-Exceed" fee which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
10. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. A statement that said hourly rate schedule (which is to be included in the Cost Proposal as required below) is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
12. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
14. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
15. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

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

B. Cost Proposal

Cost Proposal shall include, but not be limited to, the following items:

1. A "Not-to-Exceed" Fee that includes all costs associated with the delivery of the required services. The fee estimate shall be based on the number of hours staff member(s) are required to perform the required services for the duration of the project construction.
2. A rate schedule aligned with titles in the resource allocation matrix in Technical Proposal.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

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

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

Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services thereunder. Nothing herein shall be deemed or interpreted to limited a CalPERS retiree's obligations under applicable law, rules or regulations.

VII. PAYMENT TO CONSULTANT AND INVOICING

- A. This work is to be performed for a "Not-to-Exceed" Fee.
- B. The Consultant shall provide a "Cost Proposal" indicating the fee for individual staff member(s) with a "Not-to-Exceed" Fee which shall be the sum of all costs as described above.
- C. Consultant invoices shall be submitted to the City monthly for review and approval for payments.
- D. Invoices shall identify job title, person-hours, and costs incurred by each staff member.
- E. The City will pay the Consultant for work hours completed for each month.
- F. Reimbursement costs related to vehicle/transportation, mileage, printing, telephone, photograph, postage and delivery, equipment, tools, uniforms, all incidentals are to be included in the "Not-to-Exceed" Fee".
- G. 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.
- H. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors, omissions, or oversight.

VIII. INSURANCE

Refer to Exhibit E of the Sample Agreement (Attachment B) for insurance requirements.

IX. INDEMNIFICATION

A. The Consultant agrees to indemnify, defend, and save the City of Moreno Valley, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, 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's, and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Consultant, its officers, agents, or employees (PCC 20103.6).

X. 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.

XI. INDEPENDENT CONTRACTOR

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

XII. 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.

XIII. GENERAL CONDITIONS

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

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

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

XIV. SELECTION CRITERIA

- A. **The Firm's General Experience and Qualification Information** (20 points) – Information about the company 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** (60 points) – Background experience of key personnel, credentials and certifications, abilities, familiarity with state and federal procedures and applicable standards and specifications, 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 required services.
- C. **Understanding of Requested Service/Plans to Deliver Services** (20 points) – Understanding of the requested services and tasks, discussion of major issues identified on the project and how the Consultant team plans to address them; the methods and procedures to be used for providing the services; the management approach and organization necessary to complete the services; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of work.

XV. ATTACHMENTS

- A. Non-Collusion Affidavit
- B. Sample Agreement for Professional Consultant Services
- C. Community Workforce Agreement
- D. Project No. 801 0086 Construction Documents
- E. Project No. 801 0086 Contract Documents

EXHIBIT "B"

REQUEST for PROPOSAL

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ATPSB1L-5441 (076) JUAN BAUTISTA DE ANZA MULTI-USE IMPROVEMENT TRAIL - PHASE 4



CITY OF MORENO VALLEY
Attn: Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 91731



October 24, 2021
2:00 p.m.

Prepared by:



2305 Chicago Avenue
Riverside, California 92507
(951) 680-0440

Attachment: Agreement with TKE Engineering [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB



T K E E N G I N E E R I N G , I N C .

October 14, 2022

Public Works Project Manager
CITY OF MORENO VALLEY
 Capital Projects Division
 14177 Frederick St.
 Moreno Valley, CA 92552

**Subject: Construction Management and Inspection Services for ATPSB1L-5441(076)
 Juan Bautista De Anza Multi-Use Improvement Trail – Phase 4**

Dear Public Works Project Manager:

Thank you for the opportunity to present this material outlining TKE Engineering, Inc. (TKE's) qualifications. Enclosed herein are our qualifications to provide Construction Management, and Inspection Services. TKE is a full service, multi-disciplinary consulting corporation, located at 2305 Chicago Avenue, Riverside, California 92507. We have extensive experience with pavement rehabilitation and street structural section design and construction management along with an excellent working partnership with City staff making our team highly qualified to perform the services necessary for successful project delivery our team is enthusiastic about the opportunity to assist the City of Moreno Valley (City) in bettering their infrastructure.

Why should the City choose TKE to provide consulting services? Please consider the following:

1. Experience and Qualifications-TKE is a full-service, multi-disciplinary firm with a wide range of construction management and inspection related experience in grant funded trail construction, ADA ramp and pathway compliance, signing and striping improvement projects, as well as transportation and traffic signal experience and has provided construction management services to other cities for similar projects. In addition, TKE has performed construction management and inspection services for the City of Moreno Valley on the Citywide Pavement Rehabilitation Program FY 2019/2020, FY 2020/2021 and FY 2021/2022, as well as the Amphitheater, Demonstration Garden and Marquee Sign Projects Channel Crossings Project at Rosewood and Second Streets which provides our team with a detailed understanding of the City's objectives. TKE's broad range of successful services includes public works turnkey program and project management, public outreach and delivery for a diverse array of pavement rehabilitation and street projects. The City benefits from our broad range of government grant funded project experience through our intimate understanding of the common pitfalls for each project variation and our past history of successfully overcoming these challenges.

2. Our Team- TKE's project manager has extensive knowledge and has provided construction management services for the City, giving him a unique familiarity with the City's procedures and requirements. The City will benefit greatly by continuing the vision, leadership, and dedication to community exhibited by TKE's project team. Our experience in the City, numerous accomplishments and management skills will help maintain continuity in the delivery of the City's improvement projects. TKE's wide variety of services allow us to complete all services in-house, other than geotechnical services that will be provided by the City under separate contract.

In particular, Terry Renner, our Construction Manager, has a vast amount of experience with all aspects of Public Works improvement projects, including the management of projects with delicate community relations requirements. Mr. Renner's experience extends from project planning to design and bidding through construction. His excellent construction management skills will provide a great benefit to the City, in particular, his experience with "cutting edge" creative engineering

techniques focused on cost control, ensuring that projects provide the maximum value for the public's investment. Supporting Mr. Renner will be TKE's key personnel, including Tyler Ault as the Senior Construction Inspector.

3. Our Commitment-TKE is committed to providing high quality, efficient services to meet all of the City's needs. Prior to beginning to provide any services, TKE will meet to discuss project requirements and scheduling needs. Our Construction Manager, and Inspectors will meet with the City and Contractor each week to ensure that the project is progressing on schedule and is within the allocated budget. It is this personal touch and contact that define our "local service" approach. We consider ourselves community builders and take ownership of projects assigned to TKE, ensuring that our personnel will be allocated on an as needed basis in order to complete all projects on schedule.

Our experience and history with the City, broad array of services and in-house team provide the City a trusted consultant to turn to in any challenge, no matter how simple or complex. We pride ourselves in the management and completion of special, atypical projects and thrive on challenging budgets and deadlines. It is this commitment to service and diverse array of offerings that makes us unique and drives our long-standing relationship with our client base and it is these qualities and that make us "the right fit" for you. Our commitment to service will be verified with references presented in our proposal.

4. Our Value-TKE's management team and staff are fundamentally committed to creating value in each task that we perform. As such, we have created a professional culture wherein each member of our staff constantly strives for increased efficiency, ultimately allowing us to provide highly professional services at competitive rates. This culture of constant value creation and increased efficiencies ensures that the services contracted to and provided by TKE will always mean good stewardship of public resources.

5. Additions or Exceptions -TKE takes no Additions or Exceptions to the City's RFP.

Thank you for your consideration. TKE would very much appreciate the opportunity to continue our working partnership with the City. If you have any questions, please call me at (951) 680-0440 or e-mail me at trenner@tkeengineering.com.

Sincerely,



Terry Renner, P.E., Q.S.D.
 Senior Vice President
 TKE Engineering, Inc.

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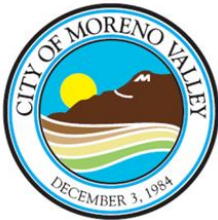
Cover Letter

- Section 1** | Project Understanding and Approach
- Section 2** | Scope of Services
- Section 3** | Staff Qualifications
- Section 4** | Similar Projects
- Section 5** | Staff Availability
- Section 6** | References

APPENDICES

- Appendix A** | Required Forms
- Appendix B** | Statements

Fee Proposal Presented Separately from Qualifications Package



Prepared for:

City of Moreno Valley

14177 Frederick Street
 Moreno Valley, CA 92552
Contact: Capital Projects Division
Phone: (951) 413-3130
Email: techinfo-capproj@moval.org

Prepared by:



TKE Engineering, Inc.

2305 Chicago Avenue
 Riverside, CA 92507
Contact: Terry Renner, P.E., Q.S.D., Senior Vice President
Phone: (951) 680-0440
Email: trenner@tkeengineering.com

SECTION 1 | PROJECT APPROACH AND UNDERSTANDING

A. PROJECT APPROACH

Successful project delivery is our goal. Our definition of successful project delivery is project completion that meets the City's project requirements, on-time and within budget.

Our approach to your project, recognizing that both cost effectiveness and expedited construction are of primary concern, dictates that very close working partnership between the selected consultant and the City is vital to successful project completion.

The most important key to every public works project is management. TKE, working closely with City staff, will ensure that the project is managed properly to expedite project delivery. Project construction will generate a series of considerations requiring City responses. Our close working partnership and 20 plus year history of providing construction management on pavement rehabilitation projects will lead to the proper decisions and ultimately, structurally sound, cost-effective pavement rehabilitation improvements.

TKE also understands the limits on the City's budget, particularly funding. Because of the limited budget for City projects, it is vital to keep costs controlled. Our approach to controlling costs is to utilize our considerable experience with Construction Management and our unique knowledge of the City to assist in providing compliance with the contract documents, cost and dispute resolution.

In addition to our extensive construction management experience, our team has over twenty years of pavement rehabilitation design experience, as well. Our design experience enables us to quickly review, assess and adapt to unexpected field challenges or modify pavement rehabilitation strategies to correspond to actual field conditions encountered which allows our team to facilitate construction of a better, more cost-effective project.

Throughout our history with construction management, we have been able to overcome significant challenges, design deficiencies, and unforeseen conflicts by utilizing our ability to proactively identify potential conflicts before they

occur and develop innovative solutions to keep the project moving without incurring extensive change orders. TKE managed projects average less than 4% in change orders.

B. PROJECT UNDERSTANDING

TKE understands the City of Moreno Valley (City) desires a professional consultant to provide construction management, project inspection, community outreach, and labor compliance assurance for the grant funded Juan Bautista De Anza Multi-Use Improvement Trail – Phase 4. The trail alignment is located between Eucalyptus Avenue near the Towngate Memorial Park and Alessandro Boulevard and between Cactus Avenue near Heacock Street and Iris Avenue.

The project includes construction of approximately 3.5 miles of decomposed granite and PCC pavement trail which will largely follow the existing 120" Department of Water Resources pipeline alignment and will include removal and replacement of numerous curb ramps to comply with ADA requirements, trail signing and striping, monument installation, traffic signal installation, landscaping and irrigation. TKE's construction management and inspection personnel are highly experienced with construction of trail and ADA curb ramps improvements to the requirements of CBC Chapter 11B, traffic signal modifications and installation, landscaping, irrigation and signing and striping improvements. We have managed and inspected construction for more than 500 curb ramps for every different type and case imaginable and will ensure that all ramps are constructed to be fully ADA compliant. We are also currently working with DWR on another project and are familiar with the requirements of working in DWR rights-of-way.

The project includes State ATP funding source which will be used to construct the proposed trail improvements to improve pedestrian safety and alternative transportation options to encourage non-motorized transportation through improved accessibility.

TKE has a long history of delivering ATP and other grant funded improvement projects for numerous surrounding communities in which we live and work on a daily basis. From our first project in 2000 to our latest project of this type, Warm Springs, Cole and Cypress Elementary Safe Routes to School Project for the City of Highland, TKE has always



understood the importance of these projects to the local community. Because of the current budgetary constraints combined with the project being grant funded, we understand the importance of maximizing the amount of improvements that can be built with available funding. TKE has an excellent record of bringing construction projects in on budget.

TKE's team is not only highly experienced with construction management but also with design and can anticipate potential issues before they occur allowing us to consistently minimize or avoid costly change orders all together. Despite numerous unknown challenges and required design modifications, TKE's construction management team has developed creative engineering techniques and utilized our strong dispute resolution tactics that have allowed our projects to remain consistently on budget. Our team has demonstrated the ability to build project coalitions time and time again.

Traffic control and safety, accessibility during construction and community outreach will be three major critical issues to be addressed with the public to ensure the successful completion of this project. While construction will cause delays and impacts to the traffic on arterial streets, it is imperative that proper notifications and community involvement occur at the proper locations and on an early and consistent basis to ensure the general public is properly educated regarding the construction time frames and can plan accordingly for the additional time necessary or plan for alternate routes to avoid the area all together. Each of these items are further addressed in our critical issues section below.

This project will be funded without the assistance from federal or State grant sources. Since all funding will be local funds there are no special requirements or restrictions necessary for funding reimbursement.

C. CRITICAL ISSUES

As mentioned above, our experience tells us that there must be a proactive approach to completing the work in order to complete cost effective fully functioning public works project. This approach includes early identification of critical elements, and development of project schedule and tasks.

Critical elements for construction administration projects include QA/QC, dispute resolution, public relations, traffic control and accessibility, ADA

compliance and compliance with plans, specifications and standards, and dispute resolution.

Below are key elements of our commitment to service:

QUALITY ASSURANCE/QUALITY CONTROL

TKE takes pride in our reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work, and believes that a high level of quality is needed on all aspects of construction projects. High quality review and inspection yields the following tangible results: Ease of oversight, smoother processing, absence of design-related change orders, reduced claims and dispute resolution.

TKE believes that the most successful quality assurance program is one that is applied inherently throughout the entire management and inspection process. This program requires not only formal procedures for inspection, but encourages the conscientious effort of experienced people to always "create quality" in every task performed. All of our management and inspection personnel are trained to identify potential construction issues before they occur, thereby saving time and money on potential costly change orders.

This Quality Assurance/Quality Control program is in place to ensure that project construction exceeds the standards of our clients and that we will deliver the project on schedule and within budget.

PUBLIC RELATIONS

The key to successful completion of large construction project within sensitive areas is outreach and education. TKE's Construction Manager, Inspector and project team are highly experienced with public relations associated with construction projects. Our team has developed project websites, social media pages, pamphlets, mailers, door tags and presentations with informational material, key contact numbers, critical closure dates and suggested alternate routes to inform the residents, businesses and general public of the project impacts and provides the public with necessary contact information to be used if they have any concerns related to the project construction. The public that is impacted by the project construction often gets frustrated and wants their opinion to be heard. TKE's team routinely interacts with the public to help manage

any concerns they may have and lessen the number of complaints received by the City. TKE's inspector performs initial site visits to all potentially affected properties to discuss the upcoming project and any potential concerns the property owner and/or tenant may have. TKE identifies improvements that will benefit the property owners to help them understand the importance of project construction. Our approach builds a project coalition with the property owners and tenants which reduces public complaints to City Staff and at City Council meetings and provides a sense of ownership with the project. TKE's Inspector also performs routine visits during construction to check on the property owners concerns and to see if there are any issues that need to be mitigated.

TRAFFIC CONTROL AND ACCESSIBILITY

Traffic control and site accessibility are key items to address on a daily basis to ensure smooth and successful project completion. For areas where pavement rehabilitation treatments are being utilized there will be significant coordination required with adjacent businesses and points of access. These treatments require time to complete due to the required process for excavation, placement, curing, etc. The plans do not currently identify traffic control procedures for maintaining accessibility to driveways and streets within these strategy areas and extensive coordination and phasing will need to be performed with the Contractor to ensure the safety of site workers, pedestrians and vehicular traffic within the project area and to provide required accessibility throughout the project construction. In addition to accessibility, it is important to have the Contractor place project signage identifying that the local businesses remain open and clearly indicate locations for accessing the businesses. TKE has worked on numerous highly sensitive projects on major City arterial streets and are experts at developing, reviewing, implementing and completing traffic control and accessibility plans which keep all parties' interests protected.

STRICT CONSTRUCTION COMPLIANCE

Our lead inspector is a certified public infrastructure inspector and ICC certified in special inspections, soils, and concrete, as well as member of the certification staff for the American Concrete Institute. In order to ensure the project is properly

constructed, it is imperative that the City employ an experienced Construction Management and Inspection team. Our construction management and inspection team has consistently delivered projects on-time and within budget by maintaining an active dialogue and hands on approach with the project contractor, while ensuring that all construction is consistent with the bid plans and specifications. We are familiar with applicable standards and specifications, including but not limited to the City of Moreno Valley, the County of Riverside, Greenbook, and Caltrans.

ADA COMPLIANCE

ADA compliance for curb ramp construction includes an extensive check list of items from the California Building Code Chapter 11B Divisions 4 and 7. These divisions include requirements for slopes, ramp widths, landing areas, counter slopes, clear space and detectable warning surfaces. TKE's inspectors are extremely well versed in the requirements set forth in the CBC Chapter 11B for ramp construction and will be able to ensure ramps are fully ADA compliant after constructed. In addition, for ramp construction, transitions to existing improvements are typically another challenging component, especially in developed areas where private improvements have been constructed. It appears that private improvements that have been constructed are set back far enough and at a sufficient elevation where no significant challenges will be faced with the construction of the ramp improvements. TKE will review all corners and identify such impacts early during project design and will develop an action plan for working with properties that may be impacted. TKE will complete ramp construction that will fully comply with ADA requirements within the existing right-of-way footprints.

DISPUTE RESOLUTION

TKE's construction manager has provided dispute resolution on a number of past projects. The keys to avoiding potential costly and time-consuming disputes are knowledge, communication and organization. Our construction manager prides himself on his thorough research and review of the project plans and specifications and his existing knowledge and understanding of Caltrans, Greenbook and other standard plans and specifications. His effective communications skills ensure that all stakeholders are constantly advised of project progress and requirements. His proactive organizational program effectively



manages the construction schedule, documents action items with required follow-up and continuous schedule reviews and anticipate needs for future action items. Our project manager's 'can do' approach to all project issues nearly always results in resolution. He is non-combative with all project stakeholders, maintaining professional working relationships with each stakeholder regardless of conflict. His perseverance and vast knowledge and experience of issues will resolve challenges while protecting City interests.

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SECTION 2 | SCOPE OF SERVICES

A. DETAILED WORKPLAN

TKE’s scope of services is presented in the following paragraphs:

GENERAL SERVICES

TKE will perform all construction management services and provide correspondence and construction inspection, labor compliance, and public outreach coordination to ensure oversight of all activities related to construction of the project, maintain close liaison with the City Project Manager and copy the City Project Manager on all project correspondence. General management services will also include coordination with the project design engineer and City Project Manager for any required modifications to the construction plans and/or specifications during construction.

CONSTRUCTION MANAGEMENT SERVICES

Construction management services will include the following tasks and subtasks:

TASK NO. 1 – PRECONSTRUCTION SERVICES

TKE will provide the following subtasks related to preconstruction services:

TASK NO. 1A– QUALITY ASSURANCE/QUALITY CONTROL

TKE will provide plan check and constructability review services for the project. We will identify design deficiencies, permit requirements, utility relocations, any constructability issues and cost savings measures and will ensure that the projects will meet all budget requirements. We will also provide an outline of our dispute resolution procedures for the City to review.

Upon completion of our thorough project review, TKE will prepare a project schedule which will include utility and preconstruction relocations by others, notification timelines as noted on all permits, agreements, and contract documents. TKE’s construction manager will then attend a meeting with the City Project Manager to discuss design features, our constructability review, and the project schedule. After our meeting with the

City, we will assist the contractor in obtaining any outstanding permits.

DELIVERABLES:

Contract Document Review Comments, Project Schedule, and Meeting Agenda

TASK NO. 1B - PRECONSTRUCTION MEETING

Prior to the preconstruction meeting, TKE’s Construction Manager and Inspector will review all project improvement locations and specifications to have a complete understanding of the project requirements. During our review, we will identify any constructability issues that may cause project delays and/or unnecessary change orders.

A preconstruction conference will be held for the project. The conference will be attended by City staff, TKE’s Construction Manager and Construction Inspector, the Contractor, representatives of potentially affected utilities and representatives of any other affected agencies. Prior to the conference, we will prepare a conference agenda. At the meeting, we will discuss communication protocol requirements, safety and health procedures, storm water controls, schedule requirements, procedures for contract submittals, contract administration, job-site access and delivery, and coordination with others. After the meeting, it will be documented with minutes.

DELIVERABLES:

Agenda, Minutes, and Distribution to All Entities.

TASK NO. 2 – CONSTRUCTION MANAGEMENT SERVICES DURING CONSTRUCTION

TKE will provide the following subtasks related to construction management services:

TASK NO. 2A – RECORDS MANAGEMENT

TKE utilizes an electronic records management system. Files include:

- △ Contract Documents, Addenda, and Reports
- △ All required local, other agencies and state records throughout the project duration and submit copies to the City’s project manager, including labor compliance.
- △ Environmental Compliance Documents/ Agency Permits
- △ Material Submittals

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- △ Contractor Correspondence (RFI's and RFC's)
- △ City Correspondence (Responses to RFI's and RFC's and other correspondence)
- △ Certified Payroll Records
- △ Change Orders
- △ Weekly Statement of Working Days
- △ Resident Engineers Report
- △ Project Schedule
- △ Dispute Resolution Outline
- △ Progress Payments
- △ Materials Testing Reports/Correspondence
- △ Labor Compliance Interviews
- △ Surveying Records
- △ Inspection Field Reports/ Accident Reports
- △ Photo Logs
- △ Utility/Agency Correspondence
- △ Public Correspondence
- △ Operations and Maintenance Manuals
- △ Project Closeout Records

DELIVERABLES:
E-File of All of the Above.

TASK NO. 2B – MATERIAL SUBMITTAL REVIEW

TKE will develop a list of all required material submittals and compare the list to the Contractors submittals. TKE will review all project submittals including traffic control plans. Each submittal shall be reviewed with City staff and design engineer as required to verify compliance. We will maintain a project log for each project and it will include descriptions of submittals, submittal status, date received, and date returned. Once the submittals have been reviewed and accepted, they will be signed, dated, and sent to the Construction Inspector, City staff, project Contractor and the file. Submittals will be returned within the time frame specified by the Contract Documents but not longer than two weeks.

In addition to submittals, TKE will review all vendor and lab reports and certifications and material test inspections and correlate all reports with respect to the plans and specifications. TKE will provide a log for reports and certifications and notify the City upon any irregularities.

Over the course of construction, TKE will perform

labor compliance interviews and verification of labor compliance for the project with each payment request submitted. Should deficiencies be noted, corrective action will be requested from the contractors prior to payment release.

DELIVERABLES:
Submittals, Transmittals, and Logs

TASK NO. 2C – CONSTRUCTION MEETINGS

TKE will be in constant communication with City staff during the projects entirety to ensure that the project is running smoothly and in accordance with the City's expectations. TKE will hold regular meetings with City staff, Contractor and Inspector, meetings with utilities/agencies, and affected agencies. Each is discussed below:

City Meetings-TKE will meet with City staff as required to keep staff fully apprised as to construction progress and potential project issues. We will prepare agendas and minutes for each meeting.

Contractor Meeting-our Construction Manager will meet with the project contractor weekly. We will prepare agendas and minutes for each meeting. Meeting agenda will typically include background, old business, new business, scope, objectives, traffic control, construction phasing, project schedule, potential issues discussion, payment quantities discussion, and any safety deficiencies observed.

Utilities/Agency Meetings-as mentioned above, TKE will invite utilities and agencies to the preconstruction conference. During that meeting, all potential project impacts will be discussed with each. During construction, should issues develop needing further discussions with utilities/agencies, TKE will meet with each and develop remediation strategies. Again, all meetings will be documented with minutes.

Public Meeting-if required, TKE will coordinate with the City for public meetings to advise the public of pending construction and its impacts. Discussion may include alternative routes to be used to avoid delays and the project schedule.

In addition, the City will receive RFI's and RFC's (including written clarification requests and change-in-plan drawings) regarding the contract



documents. TKE will provide any drawings, sketches and written responses in a timely manner to each with direction and will verify compliance with the Contract Documents. All RFI's and RFC's will be logged, including content of inquiry, date relayed and date of response. TKE will review all RFC's for any potential change in scope and notify the City if potential change orders may arise from the RFC.

DELIVERABLES:

Agendas, Minutes, RFI and RFC Responses

TASK NO. 2D - CONSTRUCTION MANAGEMENT AND LABOR COMPLIANCE

TKE is uniquely suited to respond to challenges that may occur during construction. Our first review of the project is during our QA/QC analysis. Our consistent communications with the construction inspector will also provide immediate remediation alternative development.

TKE will review the project schedule and construction progress prior to each Contractor meeting to verify compliance with the Contract Documents. In addition, we will prepare weekly statement of working days to be provided to the contractor at each weekly meeting. If the Contractor is failing to meet approved schedule contract obligations, TKE will request a remediation effort to return the project progress to comply with requirements. If the remediation plan requires adjustment to the completion date, TKE will advise the City and will not execute any approval of such change without City authorization.

Change conditions and time extensions that may warrant a change order will require a complete understanding of the impacts of the change of which TKE will need to consider in determining its resolution. TKE will seek appropriate comments from anyone impacted by the changed conditions and will closely consult with the City to develop the most cost-effective remediation alternative. Cost and scheduling impacts will be noted and presented to the City in accordance with the cities change order procedures prior to direction being given to the Contractor, including the preparation of Change Order drawings and specifications, if required.

To maintain cost controls, TKE will review project budgets on a weekly basis, or as warranted, by

review of change orders, RFC's, and progress payments. In particular, quantities used on the project will be tracked to verify that they will not exceed contract budgeted amounts. Each month TKE will provide a budget report to the City. Should an increase in budget be required, TKE will assist Staff with staff report preparation.

Regarding RFC's, we will review any change order request received to determine if said request is warranted. If the change order request is not warranted, we will reject it in writing; prior to sending rejection letters to the Contractor, we will review it with City staff. If the change order request appears justified, we will review it with the Construction Inspector and compare it with field reports for confirmation of materials, equipment and/or labor involved; we will review same with City staff and receive City staff's approval prior to preparing and processing the contract change order. Change orders will be prepared on standard forms.

Should rejected RFC's require additional consideration, we will negotiate with contractors to establish the impact of change conditions and we will attempt to complete negotiations prior to beginning work. If we fail to reach an agreement and the work must continue, we will direct the Contractor to complete the work. For all disputed work and force account work, the Construction Inspector will document the labor, materials and equipment used for the extra work for use in future negotiations.

Upon direction from the City, TKE will continue negotiating with Contractors to settle all disputes; however, City staff will ultimately determine the extent the City will go to achieve resolution. TKE will meet with both parties, either independently or together, as warranted until resolution is reached. TKE will complete all necessary calculations to support the City's position. TKE utilizes a proactive dispute avoidance program. Once an issue is identified, TKE works diligently to resolve it as timely as possible. The weekly meetings will also be used to avoid or resolve these disputes.

TKE will perform labor compliance interviews with contractor and subcontractor personnel in accordance with the required schedule set forth in

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the LAPM. In addition, TKE will review certified payroll reports and ensure DBE utilization in compliance with state and federal requirements.

DELIVERABLES:

Change Orders and Logs, RFI's/RFC's and Logs, Budget Reports, Resident Engineer's Report, Weekly Statement of Working Days and Labor Compliance Forms

TASK NO. 2E – PAY REQUESTS

Each month, TKE will review the construction payment requests submitted by the contractors for work completed and the construction schedule. We will review the work completed and payment requests to ensure that the quantities and amounts requested reflect the actual work completed. After each request has been reviewed (and revised if necessary), we will approve it and forward it to staff for approval and payment along with a written statement of completed review. We will also submit a monthly status report with each payment request that will advise the City of compliance with the project schedule.

TKE will track and log any Preliminary and Stop Notices prior to each month's progress payment. If any stop notices have been issued, we will direct the Contractor to rectify the notice and provide proof of the rectification prior to release of payment.

TKE will also provide monthly reports highlighting project progress, change orders, cost issues, and schedule.

DELIVERABLES:

Payment Requests and Budget Reports

TASK NO. 2F – AGENCY COORDINATION

TKE's Construction Managers will review permitting and coordinate with appropriate County, City, Caltrans and utility agencies affected by the work. We will coordinate project schedules and work progress affecting each of the projects with each appropriate agency. If appropriate, the construction manager will invite affected agencies to attend the weekly progress meetings to review the project schedule, summarize project requirements and discuss them at these weekly meetings.

DELIVERABLES:

Agency Coordination and Permit Acquisition

TASK NO. 3 – POST CONSTRUCTION MANAGEMENT SERVICES

TKE will provide the following subtasks related to post construction management services:

TASK 3A - PROJECT CLOSE-OUT

After project construction is essentially complete, we together with City staff, if desired, will field review the project and prepare a construction deficiencies list (punch list) of items requiring remedial work. After all deficiencies are corrected, our Construction Manager will prepare a letter, recommending acceptance of the project. Once the remedial work is completed, TKE will review and process the final project invoice.

TKE will assist the City to identify, track and monitor the completion of warranty work prior to the construction completion date. We will obtain lien waivers, bonds, guarantees, warranties, if required, and other documents required by the Contract Documents for final Contract Closeout.

In addition, we will prepare the Notice of Substantial Completion to establish the date for the commencement of contract warranty periods and acceptance of maintenance responsibility by City. We will provide the Contractor with a list of any remaining incomplete work requirements to be completed prior to Final Completion.

After all project requirements have been completed, we will prepare a "Notice of Completion" report documenting the final completion of the project and acceptance of the project improvements by the City.

Once the project has been completed, we will provide the City with a complete set of redlined record drawings which will reflect the improvements as constructed; any changes made during project construction will be shown on the record drawings based on contractor's and our records.

We will forward copies of all records in digital and hard copy format (CD ROM and mylar) and we will prepare a summary of construction changes, final cost, and schedule revisions.

DELIVERABLES

Record Drawings, Punch List, Final Payment, Project Records, and Notice of Completion

Attachment: Agreement with TKE Engineering [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB



TASK NO. 4 - INSPECTION SERVICES

TKE will provide daily construction inspection and reporting, to verify that the project is progressing in compliance with the contract documents. We will require strict compliance with the contract

documents for all construction activities and for any equipment or materials to be furnished and installed. We already possess the measuring devices and testing equipment normally required for inspecting public works construction projects. Our construction inspection personnel are experienced and knowledgeable in the operation of said devices and equipment, as well as the associated safety equipment.

All materials will be reviewed against approved material submittals as they arrive on-site. Batch tickets or weigh certificates will be collected upon material arrival.

Our Construction Inspector will verify SWPPP and safety provisions have been implemented at the start of each work day, at the construction site. Any deviations will be documented. All system service interruptions, connections and abandonments will be coordinated with staff. In addition, he will coordinate and schedule materials testing and survey requirements with appropriate parties to ensure there is no delay to the project construction and to minimize costly down periods for anyone onsite.

We will digitally photograph the activities and maintain copies in the project files and our Construction Inspector will prepare daily field reports, which will document all observed project activity, including location of the activity, number of workers present, construction equipment used, quantities constructed, inspector present, weather conditions, and construction progress. All project documentation will be completed on standard forms. All documents will be submitted in hard copy and electronic copy formats. TKE will provide all inspection equipment needed.

Our inspector will provide emergency contact information to allow for 24-hour accessibility. He will verify site safety conditions on a daily basis and, should conditions be unsafe, advise the contractor of corrective actions. If the contractor fails to remediate such condition, he will advise the City and request direction. Should an accident occur, we will notify the City and note all site

conditions and photo document the accident location.

DELIVERABLES:

Daily Field Reports, Site Deficiency Reports, Batch Tickets, Photographs, Accident Reports, Testing Reports, and Summary Reports

TASK NO. 5 - COMMUNITY OUTREACH / PUBLIC RELATIONS

Depending on the City's needs, TKE's strategies are designed to reach, inform and involve constituents and stakeholders of planning proposals, projects and programs. If requested, we can provide opportunities for interested parties to comment, enabling actionable analysis of feedback received. TKE's outreach methods result in building greater consensus and public buy-in. Services include the design, planning and execution of:

- △ Marketing Campaigns
- △ Public Information
- △ Project Branding
- △ Project Website Design and Construction Bilingual Project Collateral Materials (Brochures, Presentation Boards, etc.)
- △ Graphic Design



SECTION 3 | STAFF QUALIFICATIONS

A. PROJECT TEAM

TKE's project team is committed to providing services as presented herein.

Terry Renner, Senior Vice President of TKE, will serve as TKE's liaison and Construction Manager to the City. He will be responsible for all services provided by TKE.

Terry Renner, P.E., Q.S.D.
Construction Manager/ Resident Engineer

California P.E. No. 69984

Q.S.D. Certification No. 24329

Mr. Renner has over 22 years of construction experience on civil engineering infrastructure projects, including pavement rehabilitation, transportation improvements, drainage improvements, sewer and water improvements, facilities improvements and recreation improvements. He has managed numerous transportation and drainage projects for the City of Moreno Valley and has delivered projects for the City of Highland, Hesperia, Fontana, Rialto, Upland, Riverside, Redlands, and Corona.

As a Construction Manager, Mr. Renner has been responsible for construction coordination and scheduling, utility relocation coordination, public relations, submittal review, supervising a staff of inspectors and subconsultants, weekly progress meetings, request for information responses, storm water management, progress payments, change order review and negotiations, labor compliance, and project closeout. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the projects managed and delivered by TKE continue to exceed industry standards.

Mr. Renner's greatest attribute is his ability to deliver projects on time and on budget. His vast experience ensures success again and again. He also understands the importance of working as a team member. Mr. Renner understands that he will be given direction from City staff and fully

understands the need to maintain proper protocol while providing services. He further understands that his role will be to implement construction that meets the needs of the City and project documents while maintaining the project budget.

Mr. Renner can be reached by telephone at (951)680-0440 and by email at trenner@tkeengineering.com.

Tyler Ault
Senior Public Works Inspector

Confined Space Training, 2018

NUCA Excavation Safety & Competent Person Certified, 2017

Mr. Ault is a Senior Public Works Inspector with 4 years of experience in public works street, parking lot, pipeline and development construction. With firsthand experience in the construction industry, he brings an invaluable perspective to the projects as an inspector. He is adept in confirming compliance with plans, specifications, and safety standards by conducting detailed, on-site surveys and communicating necessary adjustments with the project managers. With thorough attention to each project, he is able to identify potential problems and implement corrections before causing delays. His experience includes inspection of streets, pavement replacement, pedestrian improvements, parking lots, signing and striping, as well as sewer main and potable water installation projects installation of sewer, potable water, non-potable water, storm drain, and storm water retention basins; performance of hydrostatic testing, air pressure testing, and mandrel testing; and implementing safety measures to follow OSHA codes and regulations.

A full organizational chart of TKE's in-house resources is presented later in the section.



ORGANIZATIONAL CHART



Construction Manager/Resident Engineer
Terry Renner, P.E., Q.S.D.
 TKE Engineering Inc.

Senior Public Works Inspector
Tyler Ault
 TKE Engineering Inc.

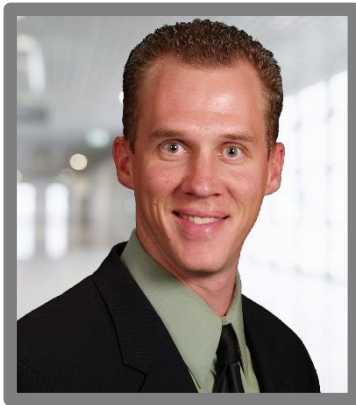


SUPPORT TEAM
 (40+ Members)

- | | |
|---|--|
| Michael P. Thornton P.E., P.L.S. <i>President</i> | Justin Schlaefli, P.E., T.E., P.T.O.E. <i>Project Manager</i> |
| Steve Ledbetter, P.E. <i>Vice President</i> | Jennifer Cioffi, P.E. <i>Project Manager</i> |
| Michelle Arellano, P.E. <i>Senior Plan Check Engineer</i> | Octavio Parada <i>Project Manager</i> |
| Robert Doss, P.E. <i>Construction Manager</i> | Kristine Macalma, EIT <i>Project Manager</i> |
| Monae Pugh <i>Traffic Engineering Specialist</i> | Brian Wolfe, P.E. <i>Senior Engineer</i> |
| Ron Musser, P.L.S. <i>Director of Survey</i> | Steve Nix, P.E., P.L.S. <i>Senior Engineer</i> |
| Brett Enscoe <i>Survey Party Chief</i> | Marvin Lara, EIT <i>Assistant Construction Manager</i> |
| Mycal Balta <i>Survey</i> | Shelby Kelley, EIT <i>Associate Engineer</i> |
| Steve Dukett <i>Managing Director Development Services</i> | Travis Bradshaw <i>Associate Engineer</i> |
| Kathleen Robles <i>Development Project Manager</i> | Jose Martinez <i>Associate Engineer</i> |
| Jeff Lantosh <i>Senior Public Works Inspector</i> | Alex Estepa <i>Associate Engineer</i> |
| Patrick Palafox <i>Senior Public Works Inspector</i> | Jose Hernandez <i>Associate Engineer</i> |
| Brad Enscoe <i>Senior Public Works Inspector</i> | Metehan Gumustekin <i>Associate Engineer</i> |
| Michael Counce <i>Senior Public Works Inspector</i> | Chance Renner <i>Assistant Engineer</i> |
| Stephen Biscotti <i>Senior Public Works Inspector</i> | Brian Chu <i>Engineering Technician</i> |
| Brian McDuffie <i>Senior Public Works Inspector</i> | Jayden Renner <i>Engineering Technician</i> |
| Nelson Blackwell <i>Senior Public Works Inspector</i> | Nyasha Burnatte <i>Engineering Technician</i> |
| Aly Janiskee <i>Marketing Manager</i> | Emmanuel Perez <i>Assistant Engineer</i> |
| Cynthia Sotelo <i>Proposal Coordinator</i> | Daniel Melero <i>Engineering Technician</i> |
| Michelle Sells <i>Accounting/Office Manager</i> | Tracey McLoughlin <i>Clerical</i> |
| Deana Vilches <i>Clerical</i> | Jeannette Barlow <i>Clerical</i> |

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TERRY RENNER,
P.E., Q.S.D.
Construction
Manager/Resident
Engineer

EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

P.E. License Number 69984 (CA)
 Qualified SWPPP Developer and Practitioner #24329

CERTIFICATIONS

Caltrans SWPPP Certified QSP/QSD Training

AFFILIATIONS

American Public Works Association
 American Council of Engineering Companies of California

Mr. Renner is the Senior Vice President of TKE and has over 22 years experience in civil engineering design, plan checking, project management and construction management of both development and public works infrastructure projects, including grading improvements, street and transportation improvements, pavement rehabilitation, traffic engineering drainage improvements, water improvements, sewer improvements, facilities improvements and recreation improvements. He currently provides pavement rehabilitation, traffic and transportation engineering services to the cities of Fontana, Calimesa, Upland, Wildomar, Highland, and Adelanto. His experience includes services during pre-project planning, design, pre-review, construction management and inspection, along with operation and maintenance. He also has experience conducting traffic studies, specialized access analysis, parking studies, signal operations, signal timing and traffic control. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards.

Throughout his career, Terry has accumulated extensive experience in Construction Management. He has planned, designed and managed construction for more than 30 miles of roadways, street widening, median traffic calming, roundabouts, signing and striping modifications, bicycle lanes, and pedestrian facilities for major corridors, arterials, collectors and residential streets. Finally, Terry has overseen public works projects including signal modification and ITS improvements including projects in Caltrans jurisdiction and involving multi-agency coordination.

DETAILED PROJECT EXPERIENCE

- **5th Street Corridor Improvements Project** *City of Highland, CA*– The 5th Street Corridor Improvements Project is located on 5th Street from Victoria Avenue to Palm Avenue in the City of Highland. The project includes construction of approximately one mile of pavement rehabilitation, removal and reconstruction of concrete sidewalks, curbs and gutters, cross-gutters, ADA ramps, bus pads and driveway approaches, construction of catch basins and storm drains, installation of a new traffic signal system at the intersection of 5th Street and Central Avenue, relocation of miscellaneous utilities, raising various utility manholes/valves and installation of traffic signing, striping and loop detectors. Services include value engineering, striping and signal redesign, utility relocation and coordination, construction management, inspection, construction staking and coordination with property owners.
- **Safe Route to Schools – Cycle 10, Phase 2 Pedestrian Improvement Project**, *City of South El Monte, CA* – Mr. Renner provided Construction Administration services for the Safe Route to Schools project which is located in the City of South El Monte. The City was awarded funding for the pedestrian path of travel enhancements to provide safety walking paths along Strobel Avenue between Lerma Road and Rush Street. Proposed sidewalk, curb access ramps, striping and signage improvements will be constructed for increased pedestrian safety. The project includes approximately 3,500 linear feet of sidewalk and sidewalk improvements together with public outreach and coordination.



Services included utility coordination, construction administration, construction management, inspection, and coordination with property owners.

- **2nd Street Safe Routes to School, City of Calimesa/Yucaipa, CA** – Mr. Renner is providing Construction Administration services for the City of Calimesa the SR2S funded pedestrian path of travel enhancements to provide safe walking paths along 2nd Street between Avenue “L” and Avenue “H” and along Avenue “L” between 2nd Street and 3rd Street. The project includes construction of proposed curb, gutter and sidewalk improvements for increased pedestrian safety. The project includes approximately 1 mile of street improvements together with structural bridge widening over existing drainage channel, right-of-entry acquisition, public outreach and coordination, utility relocation and roundabout construction at the intersection of County Line Road and 3rd Street. Mr. Renner is responsible for grant management with the Caltrans Local Assistance, project management, bidding services, permitting, construction administration and utility coordination.
- **San Bernardino Avenue Street Improvements, City of Fontana, CA** – Renner provided Construction Administration services for the San Bernardino Avenue Street and storm drain improvements project which is located in the City of Fontana north of Interstate 10 Freeway and East of the Interstate 10 Freeway from Commerce Drive to Cherry Avenue. The proposed median and sidewalk improvements minimize turning movements providing for increased vehicular capacity, corridor beautification, and improved traffic and pedestrian safety. Construction Management, Inspection and construction staking services being provided by TKE for approximately 8,800 linear feet of street median and sidewalk and storm drain improvements. TKE provided utility and railroad coordination for the relocation and adjustment of various utility improvements (i.e., power poles, meters, vaults, etc.) and the railroad crossing upgrade. Renner prepared all legal descriptions, right-of-way acquisition plats, temporary construction easement plats and negotiated with property owners for separate parcels.
- **CV Sync Construction Management, Palm Desert, CA**– Mr. Renner served as the Construction Manager in charge of oversight of all aspects for Phase 1 of the CV Sync project (Formerly CVAG TSSP). This work involves plan review, management and approval of construction scheduling, budget, field work, local agency procedures and more. This project involves coordination and support across twelve agencies in the Coachella Valley. The project improvements include advanced traffic management systems (ATMS), advanced transportation controllers (ATC), selected Intelligent Transportation System (ITS) elements, ITS sub-systems, and Ethernet/IP-based communications that will be expandable and scalable for future integration of ITS technologies and strategies, such as Integrated Corridor Management (ICM), Smart City Connected and Autonomous Vehicles, a Regional Traffic Management Center (RTMC) and local Traffic Operation Centers (TOC).
- **LPP County Line Road Project, City of Yucaipa/Calimesa, CA**– Mr. Renner is the project manager for design of the SB1 Local Partnership Program project. This project consists of the preparation of full construction documents including environmental compliance documents, right-of-way acquisition, utility relocations, plans, technical specifications, construction cost estimates (PS&E) and construction support services for the design of four roundabouts, street widening, bicycle lanes, curb and gutter, sidewalk, crosswalks, ADA compliant ramps, storm drain, and signing and striping along County Line Road from 3rd Street to Bryant Street.

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TYLER AULT

Senior Public Works Inspector

EDUCATION

High School Diploma, Centennial High School, 2012

CERTIFICATION

Confined Space Training, 2018

NUCA Excavation Safety & Competent Person Certified, 2017

Mr. Ault is a Senior Public Works Inspector with 4 years of experience in public works street, parking lot, pipeline and development construction. With firsthand experience in the construction industry, he brings an invaluable perspective to the projects as an inspector. He is adept at confirming compliance with plans, specifications, and safety standards, conducting detailed, on-site surveys and communicating necessary adjustments with the project managers. With thorough attention to every project, he is able to identify potential problems and implement corrections before causing delays. His experience includes inspection of street pavement replacement, pedestrian improvements, parking lots, signing and striping, as well as sewer main and potable water installation projects, installation of sewer, potable water, non-potable water, storm drain, and storm water retention basins; performance of hydrostatic testing, pressure testing, and mandrel testing; and implementing safety measures to follow OSHA codes and regulations.

DETAILED PROJECT EXPERIENCE

- Rialto CDBG Street Improvements, City of Rialto, CA** - Mr. Ault served as the senior public works inspector for construction of various street, curb and gutter, sidewalk, driveway and ramp construction along Orange Avenue, Palm Avenue and Willow Avenue between 1st Street and the Railroad tracks. The project includes removal and replacement of damaged PCC improvements as construction of ADA compliant access ramps within the downtown area and in front of the City Hall Campus and the Metro Depot Train Station.
- White Avenue Park, Water, Storm Drain and Flood Control Basin, City of Adelanto, CA** - Mr. Ault served as the senior public works inspector for the Water and Storm Drain Improvement project on White Ave in the City of Adelanto. Mr. Ault is responsible for overseeing the construction and installation of a new storm drain system, catch basins and lateral piping along with a retention basin and park site to relieve street flooding. In addition, the project is also constructing a new water main, fire hydrant appurtenances and services. Mr. Ault performs daily inspection, prepares daily reports, photo logs, verifies quantities for progress payment approval and coordinates with materials testing consultant and PERC Water materials and compaction testing and water testing and disinfection. The goal of this project is to replace the outdated Asbestos Concrete water main with a new PVC main with copper services and to relieve flooding through installation of a new storm drain system.
- On-Call Inspection Services, City of Calimesa, CA** - Mr. Ault is providing on-call inspection services to the City of Calimesa on various public and private improvements related to housing tracts and commercial development projects, as well as utility construction projects, and capital improvement projects throughout the City.

SECTION 4 | SIMILAR PROJECTS

A. EXPERIENCE



CITYWIDE PAVEMENT REHABILITATION PROGRAM (ARTERIALS) FY 2020/21

City of Moreno Valley, CA

Client Contact: Mr. Eddie Godinez
Phone Number: (951) 218-8646
Email: eddieg@moval.org
Project Cost: \$3.3M
Completion Date: February 2022

DESCRIPTION

The Citywide Pavement Rehabilitation Program for FY 2020/21 Project included rehabilitation for 6.0 miles along various streets throughout the City of Moreno Valley. TKE provided daily inspection and monitoring to ensure construction of the project was in accordance with the approved plans and specifications. The project included pavement crack sealing, grinding and isolated removal areas along with construction of street widening with asphalt rubberized hot mix overlay over conventional hot mix asphalt base paving, pavement replacement, rubberized asphalt concrete overlay, slurry seal and asphalt concrete curb installation. TKE provided preparation of daily field reports and photo logs and provided reports to the City Staff on weekly basis.

SERVICES

Services included review and monitoring of Contractor’s daily traffic control, storm water pollution prevention measures and safety procedures, daily oversight and inspection, report preparation, photo log preparation and verification of quantities for payment requests.

KEY STAFF

Terry Renner, P.E., Q.S.D.
Jeff Lantosh, CPII
Nelson Blackwell

RELEVANCE TO MORENO VALLEY

- City of Moreno Valley Experience
- ADA Ramp Construction
- Various Pavement Rehabilitation Strategies
- Arterial Roadway Construction and Traffic Control
- Permitting and Private Residents and Business Coordination



CITYWIDE PAVEMENT REHABILITATION PROGRAM FY 2019/20

City of Moreno Valley, CA

Client Contact: Mr. Eddie Godinez
Phone Number: (951) 218-8646
Email: eddieg@moval.org
Project Cost: \$4.3M
Completion Date: November 2020

Attachment: Agreement with TKE Engineering [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB



DESCRIPTION

The Citywide Pavement Rehabilitation Program for FY 2019/20 Project included rehabilitation for 16.6 miles along various streets throughout the City of Moreno Valley. TKE provided daily inspection and monitoring to ensure construction of the project was in accordance with the approved plans and specifications. The project included pavement crack sealing, grinding and isolated removal areas along with construction of street widening with asphalt rubberized hot mix overlay over conventional hot mix asphalt base paving, pavement replacement, rubberized asphalt concrete overlay, slurry seal and asphalt concrete curb installation. TKE provided preparation of daily field reports and photo logs and provided reports to the City Staff on weekly basis.

SERVICES

Services included review and monitoring of Contractor’s daily traffic control, storm water pollution prevention measures and safety procedures, daily oversight and inspection, report preparation, photo log preparation and verification of quantities for payment requests.

KEY STAFF

Terry Renner, P.E.
Brad Enscoe
Stephen Biscotti

RELEVANCE TO MORENO VALLEY

- City of Moreno Valle Experience
- ADA Ramp Construction
- Various Pavement Rehabilitation Strategies
- Arterial Roadway Construction and Traffic Control
- Permitting and Private Residents and Business Coordination

Attachment: Authorization to Award a Construction Contract to Pub



5TH STREET TRAFFIC SIGNAL AND STREET IMPROVEMENTS PROJECT

City of Highland, CA

Client Contact: Carlos Zamano
Phone Number: (909) 864-8732 ext. 254
Email: czamano@cityofhighland.org
Project Cost: \$2.1M
Completion Date: November 2017

DESCRIPTION

The 5th Street Traffic Signal and Street Improvements Project is located on 5th Street from Victoria Avenue to Palm Avenue in the City of Highland. The project included construction of approximately one mile of pavement rehabilitation; removal and reconstruction of concrete sidewalks, curbs and gutters, cross-gutters, ADA ramps, bus pads and driveway approaches; construction of catch basins and storm drains; installation of a new traffic signal system at the intersection of 5th Street and Central Avenue; traffic signal modifications at 5th Street and Victoria Avenue; relocation of miscellaneous utilities; raising of various utility manholes/valves and installation of traffic signing, striping and loop detectors.

SERVICES

Services included value engineering, striping and signal redesign, utility relocation and coordination, construction management, inspection, construction staking and coordination with property owners.

RELEVANCE TO MORENO VALLEY

- Public transportation construction management project
- Permitting and private businesses coordination
- Utility relocation coordination
- Various pavement rehabilitation strategies





COUNTY LINE ROAD TRANSPORTATION CORRIDOR (LPP SB1)

City of Calimesa, CA

Client Contact: Bonnie Johnson
Phone Number: (909) 795-9801
Email: bjohnson@cityofcalimesa.com
Project Cost: \$10.1 Million
 (\$3.7 Million Grant)
Completion Date: August 2021

DESCRIPTION

TKE prepared and obtained a grant for the City of Calimesa through the Road Repair and Accountability Act of 2017 (SB1) Local Partnership Program (LPP). TKE is preparing street widening and roundabout improvements for the construction of the County Line Road Transportation Corridor. The Project includes four (4) single-lane and one (1) multi-lane roundabouts, together with street, pedestrian, and bicycle improvements, to improve safety and efficiency throughout the corridor. The innovative approach to implement roundabout intersection throughout the corridor provides adequate capacity and level of service to remain a two-lane street; thus, significantly reducing right-of-way and construction costs to construct a four-lane corridor.

SERVICES

Services include grant coordination and management, design, topographic survey, right-of-way engineering, environmental assistance, roadway safety analysis, preparation of exhibits, cost estimates, coordination with California Transportation Commission, construction management, inspection, and construction staking

KEY STAFF

Michael P. Thornton, P.E., L.S.
 Terry Renner, P.E., Q.S.D.
 Steven Ledbetter, P.E.
 Ron Musser, L.S.
 Monae Pugh

RELEVANCE TO MORENO VALLEY

- Major arter reconstruction
- concrete paveme construction
- Various Paveme Strategies
- Extensive util coordination permitting

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A. AVAILABILITY TO PERFORM WORK

NAME/ROLE	CURRENT WORK		% COMMITMENT
TERRY RENNER, P.E., Q.S.D. Construction Manager / Resident Engineer Years with firm: 22 TKE Engineering, Inc.	Sierra Avenue Widening Project	City of Fontana	30%
	Traffic Signal Synchronization Project	Coachella Valley of Associations Governments	10%
	Moreno Valley Citywide Paving Project	City of Moreno Valley	20%
Proposed Project Availability:			40%
TYLER AULT Senior Public Works Inspector Years with firm: 2 TKE Engineering, Inc.	City of Hesperia Inspections	Development City of Hesperia	100%
	Proposed Project Availability:		

TKE’s Inspector is currently working on a project scheduled to be completed by the time Moreno Valley’s project starts and will be available as needed to complete inspection services.

TKE is committed to completing all of the services required for the duration of the contract and any extensions approved by the City. TKE will always find the City as a priority client. As such, resources needed to complete the required tasks will be provided.

TKE has extensive experience with an excellent reputation in the provision of on-call construction management and inspection services for municipal agencies. Throughout our history, we have provided municipal, land development, design, and construction engineering support services for agencies. We have successfully completed complex and challenging projects for a variety of municipal agencies who have continued to request that we partner with them in delivering value to their communities.

RESOURCES

TKE has strived to develop techniques that reach outside the box and develop well rounded individuals committed to providing high quality, efficient services to meet all of our clients’ needs. TKE trains our staff on every facet of engineering design to provide a level of knowledge that can identify problems in every phase of the project during design. It is this commitment to service and diverse array of offerings that makes us unique and drives our long-standing relationships with our client base. Understanding that all aspects of civil engineering are important to ensure the City’s interests are protected, our team brings TKE management level professionals to projects ensuring that every aspect receives full and comprehensive consideration. It is this personal touch and contact that define our ‘local service’ approach. We consider ourselves community builders and take ownership of services requested from TKE, ensuring that our personnel will be allocated on an as needed basis in order to complete all services on schedule and within specified budget. TKE is committed to responding to our clients’ needs as they arise.

TKE is aware of the City’s need to complete projects on schedule. We are committed to providing services as requested in the RFQ to ensure all projects are completed on schedule. TKE’s proactive management approach ensures we rarely experience ‘crisis’ project delivery needs. When requested by a client, TKE will add resources, commit extended work hours, develop an efficient implementation plan and other efforts as needed to bring the project back on schedule at no charge to the City.

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WORKLOAD

TKE currently provides similar services to the City and to other clients; however, as can be verified by our references, TKE effectively meets the needs of our clients. If selected, TKE is committed to meeting all of the City’s needs. TKE’s local service approach ensures that the City’s needs will be met and TKE will constantly exceed the City’s expectations. TKE maintains state of the art conferencing and communications equipment. We are fully capable of hosting multi-participant meetings including video conferencing. TKE, with its current clients, already utilizes similar tools including clients’ ability to view host computer screens for document development and review.

FIRM STABILITY

TKE’s organizational structure has steadily grown since our inception 22 years ago, which provides us with a solid foundation and ensures successful completion of any City project. In TKE’s 22 years of business, not a single TKE project has gone through litigation. TKE has an annual gross revenue of more than \$10 million and there are no financial conditions that may impede TKE’s ability to provide services or complete the services as outlined in the RFP. No conditions or organizational conflicts of interest exists that will affect the ability of TKE to perform the required duties as described in this proposal

RESOURCE ALLOCATION

City of Moreno Valley Professional Consultant Construction Management and Inspection Services for Juan Bautista De Anza Multi-Use Improvement Trail - Phase 4 Resource Allocation Project No. 801 0086					
Task No.	Task	Construction Manager Hours	Office Engineer Hours	Clerical Hours	Inspector Hours
Scope of Services					
Construction Management Services					
Task No. 1 - Preconstruction Services					
Task No. 1a	Quality Assurance/Quality Control	16	8	4	8
Task No. 1b	Preconstruction Meeting	8	16	8	4
Task No. 2 - Construction Management Services During Construction					
Task No. 2a	Records Management	4	8	24	80
Task No. 2b	Material Submittal Review	8	24	8	4
Task No. 2c	Construction Meetings	64	64	24	60
Task No. 2d	Construction Management and Labor Compliance	120	360	40	
Task No. 2e	Pay Requests	16	40	24	40
Task No. 2f	Agency Coordination	8	16	8	32
Task No. 3 - Post Construction Management Services					
Task No. 3a	Project Close-Out	8	24	16	32
Task No. 4	Inspection Services	16	4	24	1200
Task No. 5	Community Outreach / Public Relations	4	8	8	24
Subtotal:		272	572	188	1,484
Rates:					
Construction Manager		\$ 165 /HR			
Office Engineer		\$ 135 /HR			
Clerical		\$ 85 /HR			
Inspector		\$ 120 /HR			
TKE Engineering, Inc.					

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REFERENCES

Please see the Table below for a small, but representative list of agencies who have and continue to request TKE Engineering (TKE) to assist them in delivering valuable projects to their communities. We respectfully request that you verify our qualifications with the listed references.

AGENCY	CONTACT NAME	CONTACT INFO
<p>City of Moreno Valley 14177 Frederick Street Moreno Valley, Ca 92553</p>	<p>Eddie Godinez Senior Construction Inspector Public Works</p>	<p>P: (951) 413-3127 Eddieg@moval.org</p>
<p>City of Highland 27215 Baseline Highland, Ca 92346</p>	<p>Carlos Zamano Public Works Director</p>	<p>P: (909) 864-6861 Czamano@Cityofhighland.org</p>
<p>City of Calimesa 908 Park Avenue Calimesa, Ca 92320</p>	<p>Bonnie Johnson City Manager</p>	<p>P: (909) 795-9801 Bjohnson@Cityofcalimesa.net</p>
<p>City of Fontana Public Works Department 16489 Orange Way Fontana, Ca 92335</p>	<p>Phil Burum Deputy City Manager</p>	<p>P: (909) 350-6727 Pburum@Fontana.org</p>
<p>City of Hesperia 9700 Seventh Avenue Hesperia, Ca 92345</p>	<p>Nils Bentsen City Manager</p>	<p>P: (760) 947-1901 Nbentsen@Cityofhesperia.us</p>



Construction Management and Inspection Services for Juan Bautista
 De Anza Multi-Use Improvement Trail – Phase 4
 City of Moreno Valley



Attachment: Agreement with TKE Engineering [Revision 1] (5977 : AUTHORIZATION TO AWARD A

APPENDIX A

RFP for Professional Consultant Construction Management and Inspection Services Project No. 801 0086

September 2022

Attachment A: Non-Collusion Affidavit

Note: To be executed by Proposer and submitted with proposal.

State of California
(the State of the place of business)


County of Riverside
(the County of the place of business)

Terry Renner, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is Senior Vice President of
(title of the person signing this form)

TKE Engineering, Inc., the party making the foregoing bid
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said 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 said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his 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 in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: 
(signature)

Printed Name: Terry Renner
(name of the person signing this form)

Title: Senior Vice President
(title of the person signing this form)

Attachment: Agreement with TKE Engineering [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB



APPENDIX B

1. This RFP be incorporated in its entirety as a part of the TKE Engineering Inc. Proposal.
2. TKE agrees that this RFP and the 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 City of Moreno Valley.
3. TKE Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. See Cove Letter
5. See RFP
6. TKE acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the 'Not-to-Exceed' fee as part of the Cost Proposal, and no additional compensation will be allowed therefor.
7. See Availability Chart.
8. TKE acknowledges and understands that the Consultant will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. TKE agrees that services is a "Not-to-Exceed" fee which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
10. TKE will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. TKE agrees that the hourly rate schedule (which is to be included in the Cost Proposal as required below) is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
12. TKE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. TKE will follow all federal laws and regulations and adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
14. TKE 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.



APPENDIX B

15. TKE shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
16. TKE shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
17. TKE 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 tender's final payment to the Consultant, without further acknowledgment by the parties.





Prepared by:



TKE Engineering, Inc.
2305 Chicago Ave.
Riverside, CA, 92507

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 \$325,645.00.
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 thirty (30) days of receipt of the invoice for same.

City of Moreno Valley
Professional Consultant Construction Management and Inspection Services for
Juan Bautista De Anza Multi-Use Improvement Trail - Phase 4
Consulting Engineering Fee
Project No. 801 0086

Task No.	Task	Construction Manager		Office Engineer		Clerical		Inspector		Subconsultants ^{2.)}		Total
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	
Scope of Services												
Construction Management Services												
Task No. 1 - Preconstruction Services												
Task No. 1a	Quality Assurance/Quality Control	16	\$ 2,640	8	\$ 1,080	4	\$ 340	8	\$ 960	\$ -	\$ -	\$ 5,020
Task No. 1b	Preconstruction Meeting	8	\$ 1,320	16	\$ 2,160	8	\$ 680	4	\$ 480	\$ -	\$ -	\$ 4,640
Task No. 2 - Construction Management Services During Construction												
Task No. 2a	Records Management	4	\$ 660	8	\$ 1,080	24	\$ 2,040	80	\$ 9,600	\$ -	\$ -	\$ 13,380
Task No. 2b	Material Submittal Review	8	\$ 1,320	24	\$ 3,240	8	\$ 680	4	\$ 480	\$ -	\$ -	\$ 5,720
Task No. 2c	Construction Meetings	64	\$ 10,560	64	\$ 8,640	24	\$ 2,040	60	\$ 7,200	\$ -	\$ -	\$ 28,440
Task No. 2d	Construction Management and Labor Compliance	120	\$ 19,800	360	\$ 48,600	40	\$ 3,400		\$ -	\$ -	\$ -	\$ 71,800
Task No. 2e	Pay Requests	16	\$ 2,640	40	\$ 5,400	24	\$ 2,040	40	\$ 4,800	\$ -	\$ -	\$ 14,880
Task No. 2f	Agency Coordination	8	\$ 1,320	16	\$ 2,160	8	\$ 680	32	\$ 3,840	\$ -	\$ -	\$ 8,000
Task No. 3 - Post Construction Management Services												
Task No. 3a	Project Close-Out	8	\$ 1,320	24	\$ 3,240	16	\$ 1,360	32	\$ 3,840	\$ -	\$ -	\$ 9,760
Task No. 4	Inspection Services	16	\$ 2,640	4	\$ 540	24	\$ 2,040	1200	\$ 144,000	\$ -	\$ -	\$ 149,220
Task No. 5	Community Outreach / Public Relations	4	\$ 660	8	\$ 1,080	8	\$ 680	24	\$ 2,880	\$ -	\$ -	\$ 5,300
Subtotal:		272	\$ 44,880	572	\$ 77,220	188	\$ 15,980	1,484	\$ 178,080	\$ -	\$ -	\$ 316,160
											Reimbursables (@3%)^{1.)}:	\$ 9,485
											Construction Management Total:	\$ 325,645

Rates:

Construction Manager	\$ 165 /HR
Office Engineer	\$ 135 /HR
Clerical	\$ 85 /HR
Inspector	\$ 120 /HR

Notes:

1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.
 2.) Assumes Construction Period of 150 Working Days

TKE Engineering, Inc.

Attachment: Agreement with TKE Engineering [Revision 1] (5977 : AUTHORIZATION TO AWARD A

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

Attachment: Agreement with TKE Engineering [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

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, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

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

1. The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers.
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, and each of their officers, officials, employees, agents and volunteers.

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

form:

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

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

Acceptability of Insurers

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

Verification of Coverage

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT
GEOTECHNICAL AND MATERIAL TESTING SERVICES FOR
JUAN BAUTISTA DE ANZA MULTI-USE IMPROVEMENT TRAIL – PHASE 4
ATPSB1L-5441(076)
PROJECT NO. 801 0086**

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

This Agreement is made and entered into this _____ day of _____ 202__ (“Effective Date”), by and between the City of Moreno Valley, a municipal corporation in the County of Riverside, State of California, hereinafter referred to as the “City,” and **RMA Group**, California corporation, hereinafter referred to as “Consultant.”

RECITALS

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

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

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

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

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

DESCRIPTION OF SERVICES

1. The services are to perform geotechnical and material testing for the construction of the Project for compliance with construction drawings, specifications, applicable quality control standards, and applicable codes and regulations.

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 \$93,800.00 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 Exhibits A and B in accordance with the start date as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **December 30, 2023**, 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.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

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

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

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent 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,

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

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

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

(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,

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each 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”), 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.

CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONSULTANT shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.

CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of CONSULTANT as an independent Consultant of City and agents and employees of CONSULTANT, and not as agents or employees of City. CONSULTANT and City acknowledge and agree that City participates in a defined benefit plan (“CalPERS”), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.

CalPERS Retiree Disclosure. CONSULTANT hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for CONSULTANT who are retirees under the California Public Employees’ Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by CONSULTANT to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree’s obligations under applicable law, rules or regulations.

Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City’s employees, CONSULTANT shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either CONSULTANT or City files an appeal or court challenge, CONSULTANT and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

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 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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

anyone employed directly or indirectly by any of them.

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

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.

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

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

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

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

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

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

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

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

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

25. (a) Consultant shall comply, and require its 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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

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 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.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

(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 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. Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086**

understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services thereunder. Nothing herein shall be deemed or interpreted to limited a CalPERS retiree's obligations under applicable law, rules or regulations.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

RMA Group

BY: _____
Mike Lee, City Manager

Date

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

Date

BY: _____
Name: _____
TITLE: _____
(Corporate Secretary)

Date

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

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

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 RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

EXHIBIT "A"

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

City of Moreno Valley



Request for Proposals *Professional Geotechnical and Material Testing Services*

Project No. 801 0086

ATPSB1L-5441(076)

Juan Bautista De Anza Multi-Use Improvement Trail – Phase 4

Proposal Due Date:

October 14, 2022 at 2:00 pm, PST

Submit proposal online at:

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

Contact:

Capital Projects Division

Email: techinfo-capproj@moval.org

Phone: (951) 413-3130

I. Invitation

You are hereby invited to submit a Proposal for Geotechnical and Material Testing Services for Project No. 801 0086, for the City of Moreno Valley. Interested parties may register and download copies of the Request for Proposal (RFP) via City's online vendor portal at:

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

Proposals shall be submitted electronically (in PDF format) utilizing the above City's vendor portal.

NOTE: The proposer shall submit a separate electronic file for their technical proposal and a separate electronic file for cost proposals for the project.

The proposer is solely responsible for "on time" submission of their electronic proposal. The City will only consider proposals that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the Bid Management System indicating that bid was submitted successfully. Transmission of proposals by any other means will not be accepted. Proposer shall be solely responsible for informing itself with respect to the proper utilization of 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. Failure of the proposer to successfully submit an electronic proposal shall be at the proposer's 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 directly at (818) 992-1771. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the proposal submission deadline.

II. Schedule of Important Dates

The following dates are critical in order to have the required services start in **December**, 2022.

	DATE	EVENT
1	October 14 , 2022	Proposal due date
2	October 19 , 2022	Proposals Review and Consultant Selection Complete
3	November 1 , 2022	Service Contract Award by City Council
4	December 5 , 2022	Start of Service

III. Scope of Services

The City of Moreno Valley seeks the submission of proposals to provide Geotechnical and Material Testing Services for the ATPSB1L-5441(076) Juan Bautista De Anza Multi-Use Improvement Trail – Phase 4 for the Capital Projects Division from interested and qualified proposers. The

geotechnical and material testing services shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations.

The City of Moreno Valley proposes to improve the existing concrete walkway on the Juan Bautista De Anza Multi Use Trail from Moreno Valley Mall to Iris Avenue by constructing a multiuse concrete trail for bicyclists and pedestrians. The proposed trail will consist of a ten (10) to fourteen (14)-foot-wide Portland cement concrete (PCC) bike path adjacent to a four (4)-foot wide decomposed granite path along the Santa Ana Pipeline (SAPL).

The proposed work includes, but is not limited to, the construction of AC or PCC multi-use trail; grading; excavation of earth and rock; excavation of PCC and AC; placement and compaction of fill materials and native soil; alley driveway, curb; curb and gutter; sidewalk; curb ramps; asphalt concrete paving over base; PCC pavement over base; PCC underdrain; retaining wall; handrail; drainage; pavement markings and traffic striping and markings; signage; bollards; traffic control; and landscape restoration. The project also includes high visibility crosswalks, traffic signal modification at the major street crossing, signage, and striping along the trail alignment.

The project includes base bid work items with a total of One Hundred Twenty (120) Working Days for the Base Bid only, and up to One Hundred Fifty (150) Working Days for Base Bid plus Additive Alternate Bids (1 and 2) 150 working days for the Contractor to complete the construction of Project No. 801 0086.

Please refer to project's Contract Documents and Construction Plans more information.

The consultant is to provide the following material sampling and testing services for conformance with the project specifications. The required services involved in this project are summarized as follows:

Construction observation and testing of aggregate base and subgrade materials – observe the scarification and re-compaction processes of the subgrade materials, observe the placement process of the aggregate base, and perform material and compaction testing for compliance with the project specifications.

Testing of HMA/ ARHM and Placement Observation – Review mix design, observe and perform testing for construction activities including but not limited to subgrade preparation and re-compaction of soft areas, placement of aggregate base, and placement of asphalt hot mix base course and re-compaction, and ARHM surfacing or final HMA cap paving and compaction.

Testing of PCC – Review mix design and perform testing on PCC materials.

The consultant may be requested to perform additional work as requested and approved in advance by the City (if budget allows) as necessary to complete the project.

IV. Community Workforce Agreement:

For project construction contract cost is \$1,000,000 or more, the Consultant and each Subconsultant (if any) shall execute a **Letter of Assent** which formally binds the Consultant and Subconsultant(s) to the terms of the 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"). A copy of the CWA and the Letter of Assent is attached as Appendix C for reference. By submitting a proposal for the requested services, the Consultant and Subconsultant(s) acknowledge that they have read the CWA and will execute the Letter of Assent binding themselves to the terms of the CWA applicable to this project, and will provide copies of the sign Letters of Assent to the City prior to performing any work on the project.

V. Proposal Format

Proposals shall be submitted electronically (in PDF format) utilizing the above City's vendor portal. The proposer shall submit a separate electronic file for their technical proposal and a separate electric file for cost proposal.

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

A. Technical Proposal

Technical Proposal should include, but not be limited to, the following items:

1. Proposer's approach and understanding of all necessary tasks and steps involved for completing the required services;
2. A detailed scope of services to reflect the methods and procedures that the proposer intends to use to provide the required services. The scope of services outlined in this RFP is only provided as a guide and does not include all the tasks as required to complete the work.
3. List of staff member(s) who will provide the required services along with resume, certifications, and relevant experience. Please note that the City reserves the right to accept or reject any changes in the proposed staff member(s) during the term of the agreement.
4. List of similar projects or tasks performed by the proposed staff member(s).
5. Number of hours per week for each proposed staff that the firm can commit to provide the required services.
6. List of references.
7. Completed forms as required.

The following statement are required to be included in the proposal:

1. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.

2. A statement that this RFP 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 City of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. A statement that the Consultant acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the "Not-to-Exceed" fee as part of the Cost Proposal, and no additional compensation will be allowed therefor.
7. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns.
8. A statement that the Consultant acknowledges and understands that the Consultant will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. A statement that all charges for Consultant services is a "Not-to-Exceed" fee which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
10. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. A statement that said hourly rate schedule (which is to be included in the Cost Proposal as required below) is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.

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

B. Cost Proposal

Cost Proposal shall include, but not be limited to, the following items:

1. A "Not-to-Exceed" Fee that includes all costs associated with the delivery of the required services. The fee estimate shall be based on the number of hours staff member(s) are required to perform the required services for the duration of the project construction.
2. A rate schedule aligned with titles in the resource allocation matrix in Technical Proposal.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

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

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

Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services thereunder. Nothing herein shall be deemed or interpreted to limited a CalPERS retiree's obligations under applicable law, rules or regulations.

VII. PAYMENT TO CONSULTANT AND INVOICING

- A. This work is to be performed for a “Not-to-Exceed” Fee.
- B. The Consultant shall provide a “Cost Proposal” indicating the fee for individual staff member(s) with a “Not-to-Exceed” Fee which shall be the sum of all costs as described above.
- C. Consultant invoices shall be submitted to the City monthly for review and approval for payments.
- D. Invoices shall identify job title, person-hours, and costs incurred by each staff member.
- E. The City will pay the Consultant for work hours completed for each month.
- F. Reimbursement costs related to vehicle/transportation, mileage, printing, telephone, photograph, postage and delivery, equipment, tools, uniforms, all incidentals are to be included in the “Not-to-Exceed” Fee”.
- G. 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.
- H. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors, omissions, or oversight.

VIII. INSURANCE

Refer to Exhibit E of the Sample Agreement (Attachment B) for insurance requirements.

IX. INDEMNIFICATION

A. The Consultant agrees to indemnify, defend, and save the City of Moreno Valley, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, 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's, and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Consultant, its officers, agents, or employees (PCC 20103.6).

X. 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.

XI. INDEPENDENT CONTRACTOR

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

XII. 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.

XIII. GENERAL CONDITIONS

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

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

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

XIV. SELECTION CRITERIA

- A. **The Firm's General Experience and Qualification Information** (20 points) – Information about the company 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** (60 points) – Background experience of key personnel, credentials and certifications, abilities, familiarity with state and federal procedures and applicable standards and specifications, 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 required services.
- C. **Understanding of Requested Service/Plans to Deliver Services** (20 points) – Understanding of the requested services and tasks, discussion of major issues identified on the project and how the Consultant team plans to address them; the methods and

procedures to be used for providing the services; the management approach and organization necessary to complete the services; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of work.

XV. ATTACHMENTS

- A. Non-Collusion Affidavit
- B. Sample Agreement
- C. Community Workforce Agreement
- D. Project No. 801 0086 Construction Plans
- E. Project No. 801 0086 Contract Documents

EXHIBIT "B"

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB



RMA Group
12130 Santa Margarita Court
Rancho Cucamonga, CA 91730

October 24, 2022
Proposal: 22-1621-P

CITY OF MORENO VALLEY

PROFESSIONAL GEOTECHNICAL AND MATERIAL TESTING SERVICES

TECHNICAL PROPOSAL

JUAN BAUTISTA DE ANZA MULTI-USE IMPROVEMENT TRAIL- PHASE 4

PROJECT NUMBER: 801 0086
ATPSB1L-5441(076)

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TAB 1 | COVER LETTER

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB



October 24, 2022
RMA No. 22-1621-P

City of Moreno Valley
Capital Projects Division
14177 Frederick Street,
Moreno Valley, CA 92553

RE: RFP | JUAN BAUTISTA DE ANZA MULTI-USE IMPROVEMENT TRAIL - PHASE 4

Dear Reviewing Panel,

RMA Group is pleased to submit herein our proposal in response to your request for proposals to provide the City of Moreno Valley with Professional Geotechnical and Material Testing Services for the Juan Bautista De Anza Multi-Use Improvement Trail - Phase 4 project. RMA Group is uniquely qualified to meet the demands of this contract due to the accumulated geotechnical engineering services and municipal experience of the professional and technical staff that will be assigned, the comprehensive physical inspection resources owned by our firm, and the pro-active management culture that permeates our organization to delivery timely and cost effective services.

THE RMA GROUP DIFFERENCE

RMA Group is a California corporation that has provided a wide range of on-call services to numerous public agencies throughout California. Our clientele includes cities, counties, transportation authorities, county councils of government, and various state agencies including Caltrans and water districts. We understand the issues that are critical to our public agency clients and have developed proactive solutions and tools that enable us to respond quickly to requests for services and allow us to perform the services efficiently and accurately.

Established in 1962, RMA Group has earned a reputation as one of California's leading providers of geotechnical engineering, materials testing and inspection, and construction management services. Originally founded in Ontario, California, RMA Group has grown to employ nearly 250 of the brightest engineers, geologists, construction inspectors, and field materials technicians in the state. With our continued and sustained growth, our full service office and laboratory is located in Rancho Cucamonga and will be available to service the City of Moreno Valley's projects.

RMA Group has provided professional geotechnical and material testing services to city and county clients for decades.

We proudly consider the City of Moreno Valley, Riverside County Transportation Commission (RCTC), Caltrans, and the City of Torrance among our growing list of clientele to which we've provided these services. **Over the years RMA Group has worked alongside highly respected construction companies who specialize in asphalt engineering such as All American Asphalt and the R.J. Noble Company.** RMA Group has worked with All American Asphalt on recent contracts located in the County of San Bernardino, County of Riverside, County of Los Angeles, County of Ventura, and various local cities such as San Bernardino and Los Angeles. Through these contracts, we have successfully provided our services on multiple projects concurrently. We have in-depth knowledge of the area, project staff, and procedures meaning we can offer a smooth transition across our scope of services.

CONTACT PERSON

Johnny Rodriguez
Project Manager
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OFFICE LOCATION

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www.rmacompanies.com

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PROJECT TEAM

RMA Group’s prior experience, project management style, and depth of credentialed and available staff will help streamline and execute the project in an expeditious and cost-effective manner. In order to provide the City with a turn-key process, we have put together the following team members, to provide you with seasoned inspection veterans. I will serve as Principal-In-Charge and provide oversight of each project ensuring key project milestones are met. As Vice President, I have nearly 30 years of experience working on similar city and county projects. I have extensive experience with projects of this caliber and will have the ability to assign the most closely-matched staff to your projects.

As your Project Manager and primary point-of-contact, we have committed Mr. Johnny Rodriguez. Johnny has in depth experience and knowledge of local conditions. He has extensive experience providing project management, engineering, and quality control services to multiple of our city, county, and agency clients and will be able to provide you with professional customer service for your requests. **He can be reached at the number and address listed below or by mobile phone at 951.836.5299. His email address is jrodriguez@rmacompanies.com.** Johnny will be supported by qualified team of field material technicians, engineers, project geologists and geotechnical engineers.

We have an outstanding team eager to assist you and are confident that our client references will prove our commitment to a superior quality of service. We are committed to providing you with a dedicated team that wants to continue doing business with you and will strive to bring you the most professional client services we can provide. We look forward to partnering with you to achieve success on your upcoming projects.

As RMA Group’s Vice President, I represent contractual authority of the firm and am duly authorized to bind RMA to all statements and representations made herein and represent the authenticity of the information presented. **RMA Group are in receipt of the Addendum No. 1 dated October 13, 2022 and Addendum No. 1A dated October 14,2022.**

Sincerely,



Slawek Dymerski, PE, GE
Vice President

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TAB 2 | APPROACH AND UNDERSTANDING OF SERVICES

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APPROACH AND UNDERSTANDING OF SERVICES

PROJECT APPROACH AND UNDERSTANDING

The City of Moreno Valley proposes to improve the existing concrete walkway on the Juan Bautista De Anza Multi Use Trail from Moreno Valley Mall to Iris Avenue by constructing a multiuse concrete trail for bicyclists and pedestrians. The proposed trail will consist of a ten (10) to fourteen (14)-foot wide Portland cement concrete (PCC) bike path adjacent to a four (4)-foot wide decomposed granite path along the Santa Ana Pipeline (SAPL). The work includes, but is not limited to, the construction of AC or PCC multi-use trail; grading; excavation of earth and rock; excavation of PCC and AC; placement and compaction of fill materials and native soil; alley driveway, curb; curb and gutter; sidewalk; curb ramps; asphalt concrete paving over base; PCC pavement over base; PCC underdrain; retaining wall; handrail; drainage; pavement markings and traffic striping and markings; signage; bollards; traffic control; and landscape restoration. The project also includes high visibility crosswalks, traffic signal modification at the major street crossing, signage, and striping along the trail alignment

RMA Group's role on the project is to provide geotechnical and construction materials testing services in accordance with the plans and specifications, including Caltrans test methods and the City's QAP. Our scope of work will include providing a 5-year qualified Public Works Technician to complete soils sampling and testing compaction, hot mix asphalt sampling and testing compaction, concrete sampling, and field and laboratory testing.

Potential geotechnical/construction materials testing issues that may be encountered include:

Weekend or Night Work: RMA is accustomed to providing our field technicians/ inspectors 24/7. Our laboratory adjusts schedule as needed to meet any and all test turn around. RMA Group does this so no project is held-up waiting for a test result. When feasible, we can also coordinate laboratory testing ahead of field testing for import soils or perform some laboratory testing onsite and provide contractor same day results.

Grading/Backfilling: The proposed improvements include construction of a median and replacement of sections of pavement sections. Such activities will require preparation and compaction of subgrade soils and aggregate base. Improperly prepared subgrade soils and/or base that do not meet the project specification can cause premature failure of the new pavement sections. Our field inspectors/technicians have extensive experience identifying such conditions and will discuss with the contractor proper procedures to properly condition or replace subgrade soils that cannot meet compaction requirements due to elevated moisture contents, under optimum moisture contents or in-place loose soils.

Suitable Street Subgrade: The pavement structural sections are designed based on estimated existing sections. The final pavement section will require verification of subgrade soils by geotechnical consultant at completion of compaction. 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.

Industry Standard Specifications: RMA is familiar with standard practices for execution of Caltrans construction projects, Standard Specifications for Public Works Construction (SSPWC), and California Occupational Safety and Health Administration (OSHA) Construction Safety Orders. RMA Group will provide geotechnical and materials testing services as outlined by applicable standards for individual processes.

Non-conformance guidelines include: In the event that quality characteristics or production procedures are not in conformance with the project specifications, the nonconformance will be documented and corrective actions will be implemented. Corrective actions may range from a minor change in processes to temporary termination of production.

RMA representatives will notify the City’s Consultant Resident Engineer within 24 hours of any nonconformance. RMA Group will initiate investigations and corrective actions by contacting relevant personnel.

If production is stopped due to failing test results, the following actions may be implemented prior to resuming production:

1. Revise operations as necessary to bring the material into compliance.
2. Increase the frequency of testing.

WORK PLAN AND SCHEDULE

Our proposed approach and staffing plan combines a team of highly skilled, dedicated and professional individuals who will perform internal Quality Control functions to effectively manage the testing needs of the project. Our management plan provides your projects with the following:

- Clearly defined roles and responsibilities
- Internal audits of project documentation
- Monthly summary reports of testing activities
- Technical Oversight by registered Civil Engineers
- Project controls
- Ongoing training and evaluation of assigned staff

Our management procedures are used to manage the daily activities on the project efficiently, to ensure timely completion of testing within strict time frames, to track budget and project progress, and to maintain our internal Quality Control program and activities. Our internal Quality Control activities are designed to verify not only that failing tests are appropriately tracked and reported but that the correct number and types of tests are performed for each bid item on each construction contract by appropriately certified staff. Our regular internal audits and subsequent coordinated external audits with Caltrans oversight personnel ensure that the documentation of our testing is correct, accurate, and acceptable to Caltrans so that the ultimate acceptance of each project will be supported by appropriate documentation of materials testing activities.

Our pro-active management approach will provide your project with assurance that the required testing is accomplished in a manner that meets Caltrans requirements while maximizing the efficiency of our staff.

Once a budget is finalized it will be entered into RMA Group’s proprietary Testing and Inspection Management™ application. Our TIM software system will be utilized by our team to manage the testing and inspection activities for the project. It is utilized to dispatch our inspectors and to schedule laboratory tests on a daily basis. Each dispatch request for either a field inspection or laboratory test is validated by software against the line item estimate developed at the start of the project.

RMA Group’s proprietary TIM system compares each inspection or testing activity completed for the project against a detailed line item estimate as the reports are generated. The application includes automated workflow which notifies the lead inspector and project manager whenever a task that is outside of the agreed upon scope of work is initiated providing real time budget validation to our management team. The system also tracks budget utilization and provides current budget status reports. This system assures that our work is being done within the agreed upon scope and budget.

Our Lead Field Material Technicians will work closely with the City’s inspector to schedule testing personnel, maintain and audit our filing systems and project documentation. They will be in constant communication with Project Manager Johnny Rodriguez to resolve day to day technical field issues. **We are fully prepared to perform 100% of the required laboratory testing in our local Rancho Cucamonga facility.**

UNDERSTANDING OF SERVICES

RMA Group will provide geotechnical and materials testing services for the City of Moreno Valley in accordance with test methods and frequencies specified in the contract documents. Our scope and approach to field and laboratory testing services are described in the following subsections:

FIELD TESTING AND SAMPLING

RMA Group will perform construction materials testing of soil, aggregate, HMA, slurry seal and concrete sampling per project specifications and ASTM applicable test methods. More specifically, our testing will generally follow the following criteria:

- Construction observation and compaction testing of subgrade soils to verify the compaction of the subgrade soils and trench bedding and backfill soils meet the minimum requirements of the project specifications: subgrade soils shall be compacted to a minimum of 90 percent of the maximum dry density and the upper six inches shall be compacted to a minimum of 95 percent of the maximum dry density and trench bedding and backfill soils shall be compacted to a minimum of 90 percent of the maximum dry density and trench backfill placed under paved roadways the compaction in the upper three feet of the backfill shall be compacted to a minimum of 95 percent of the maximum dry density.
- Construction observation and compaction testing of aggregate base to verify the compaction of the aggregate base meets the minimum requirement of the project specifications: aggregate base shall be compacted to a minimum of 95 percent of the maximum dry density.
- Placement observation and compaction testing of HMA / ARHM activities throughout the overlay project. We will observe and document all pavement operations to verify the compaction meets the minimum requirement of the project specifications: HMA shall be compacted to a minimum of 95 percent of the maximum dry density.
- Testing of PCC materials including temperature, slump, and air content tests. Concrete cylinders will be sampled and compressive strength tests will be performed in accordance with the project specifications.

LABORATORY TESTING

RMA Group will perform laboratory testing in accordance with the project specifications and/or as requested by the project construction manager/resident engineer. This testing will include, but may not be limited to, the following:

Concrete Testing – concrete should comply with Standard Specifications for Public Works Construction and the Special Provisions for this project. Testing may include the following:

- Slump and Temperature
- Compressive Strength

HMA Testing – HMA should comply with the Standard Specifications for Public Works Construction the Special Provisions for this project. Testing may include the following:

- Theoretical Maximum Density Testing
- Hamburg Wheel Track and Tensile Strength Ratio Testing

DOCUMENTATION

RMA Group will prepare and maintain the following records of sampling and testing for the project:

- Copies of the labs certifications and technicians certifications
- Acceptance Testing Sampling and Testing Log
- Certificates of Proficiency for samplers and testers

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- Daily Reports for Testing and Inspection activities
- Laboratory Test Results

STAFFING PLAN AND EXPECTED DUTIES

Mr. Slawek Dymerski, PE, GE, will be the Principal-in-Charge for this project and has nearly 30 years of geotechnical engineering and material testing experience and very familiar with Public Works and Caltrans testing methods and procedures. Mr. Johnny Rodriguez will serve as Project Manager for the City of Moreno Valley. As part of his responsibilities on this project Mr. Rodriguez will perform the following:

- Review and thoroughly understand all contract documents, including construction drawings, specifications, and referenced test 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 RMA Group's errors) will be identified separately on the invoice.

RMA Group 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. Any technicians assigned to this project will possess at minimum the following qualifications:

- Expertise in geotechnical matters related to asphalt pavement, knowledge of the local area soils and geology, and relevant Public Works and 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.

SCHEDULING & DISPATCHING

RMA Group can begin providing services to the City of Moreno Valley immediately upon receipt of a signed/written authorization to proceed. RMA Group 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 24 hour advance notice. As indicated before, the CM representative will contact RMA Group to schedule all fieldwork, and help avoid unproductive site visits or standby time.

STAFFING AND RESOURCE MANAGEMENT PLAN

Our technicians and staff are accustomed to working with short turnaround time and are eager to meet and exceed the City of Moreno Valley’s expectations in regard to turnaround time.

Since our daily operations are customer service focused, we have an excellent reputation for responding to urgent and last minute client requests. All involved in a construction process would prefer to follow a set schedule of work; however, anybody who has been involved in a construction process knows that rarely does work progress in strict accordance to the schedule. Therefore, we fully expect that urgent or last minute requests from the City of Moreno Valley will occur and are prepared to accommodate them. All of our staff, from the Principal-in-Charge through our Dispatcher and the field staff, are fully dedicated to accommodating such requests to eliminate any negative potential impacts to the project schedule or cost.

Additionally, our employees are provided company vehicles so travel is never an issue. Even out of state inspections may be performed easily by our staff or one of our associates located at the out-of-state locations.

ROBUST DIGITAL REPORTS

Each inspector on the RMA Group team will carry an iPad to proactively provide inspection reports electronically via email and with 24- hour accessibility thru a web-based portal / FTP site. All inspection reports will be completed through the user friendly TIM™ interface with specific checklists and required fields appropriate to the type of inspection being performed.

The inspection reports will include digital photographic documentation of the field conditions as well as a narrative describing each day’s activity.

As field personnel submit each report, the electronic record is e-mailed to a pre-determined distribution list and immediately upload-ed and available through our secure web portal. Before the completed inspection reports are submitted, the application validates required fields to ensure that the reports are complete. Once submitted, the completed inspection reports are then automatically uploaded and available on our web-based file system.

APPROACH AND UNDERSTANDING OF SERVICES

BUDGET VALIDATION

To provide real-time budget validation we developed a budget based on the review of the plans, specifications and construction schedule. After our team has completed an initial review of the plans and specifications we request an initial scoping / project kick-off meeting with the project and construction team. The detailed scope of work, manpower estimate taken from our initial review of the project plans and specification, and any special requirements identified in the initial scoping meeting will be used to develop a final project budget that clearly reflects all of the project requirements.

Once the detailed project budget has been developed it will be entered into our TIM™ application. The TIM™ application is utilized to dispatch our inspectors, schedule laboratory tests and manage inspection and testing activities.

Each dispatch request for either a field inspection or laboratory test, is electronically and automatically validated against the line item estimate in real time, providing absolute budget validation.

The system provides automated workflow that provides the project manager with an e-mail alert whenever a task or test is requested that was not included in the project budget. This alert allows the project manager to identify the disposition of any requests for work that fall outside of the initial scope of work and budget.

DOCUMENT CONTROL

In the event that personnel are scheduled for work that was not included in the original task order proposal, our proprietary software will send an automatic email notice to the project manager and key team members. This instant notification allows for rapid communication between RMA Group and the City of Moreno Valley to guarantee that any work outside the original scope will be agreed upon before it happens. It is a proactive approach to project management that allows us to discuss and resolve extra work or change order issues before they become a problem.

RMA Group field personnel will arrive on site with their daily report, certifications, equipment and safety gear, and instructions from the project team. Field personnel work will vary drastically depending on the type of project and which elements are being inspected or tested, but they will always fill out their daily report after the work is complete and have it signed by an authorized representative on site.

This allows any discrepancies in time worked or issues encountered on site to be resolved on the project site, same day, rather than having to debate over them in the office weeks or months afterward. Daily reports will be distributed, where applicable, to on site supervisors or representatives, to a field file, and to the RMA Group office. RMA Group office personnel scan the daily report, which has a unique report identification number and a barcode, into our proprietary software where it can be instantaneously recalled by any team members, any time.

If the request was for inspection, our inspector will show up on site, inspect the work, complete his daily report and have it signed, and leave. If the request was for materials testing, our technician will do the same except that he will perform field tests using calibrated testing equipment for which he or she is certified. Testing could be performed on soils, concrete, asphalt, steel, or a multitude of other construction materials.



Only RMA Group has software that handles verification of test documentation, reports, and deficiencies / resolutions in real-time with built-in workflow to alert our project managers.

PROJECT CONTROLS TO AVOID COST OVERRUNS

RMA Group has used cutting edge technology to advance and simplify the execution of our work. We are early adopters of new technologies and as such we have embraced the paper free digital reporting of inspection activities wholeheartedly. We have developed a proprietary Testing and Inspection Management (TIM)[™] application for budget validation, robust digital reports, and assured project closeout. This software is an essential part of RMA Group's proactive project approach and strategy for successfully executing inspection and testing services.

During construction, our Project Manager will maintain contact with City Representatives to schedule testing and inspections. Our project team will review Requests for Inspections and will decide which credentialed personnel would be best suited for the work. The individual(s) assigned to the projects will be entered by our dispatching team into the field schedule of our Laboratory Information Management System (LIMS) software. The software will send a pre-formatted daily inspection report to the email address of the scheduled personnel who are also notified by phone call of their reporting instructions.

Our technicians and inspectors will proactively communicate with City Representatives on-site and will provide a detailed daily inspection report at the end of each shift. The report will include a summary of observations and of testing performed, including a break-down of items that were re-tested or re-inspected. Any construction materials sampled by our field personnel will be returned to a DSA-approved laboratory and logged into our LIMS software. Every single sample that comes into the laboratory is entered into the system with all relevant information and is then assigned a unique lab ID number which can be printed with a scannable barcode. Project management staff coordinates with the laboratory staff throughout the day to track each sample and make sure testing is completed correctly and timely. When complete, samples are logged out of our system for billing purposes and brought to project team members for review and reporting. Any failing results are rapidly reviewed and communicated with the District's IOR.

Our unique, custom-developed software and our proactive management allows for a streamlined approach to your project. We understand from years of experience that it is crucial for testing and inspection services to be completed correctly, within the required deadlines per the project schedules and within budget.

All reports of deficiencies electronically populate a Non-Conformance Report (NCR) log that provides a hyperlink to the original inspection report. All NCRs are tracked until they are cleared by either a response to a Request for Information (RFI), a change in the plans and specifications, rework, or other corrective action. Corrective Action reports are generated from the NCR log and are tied to the original NCR. Project team members have the ability to request a corrective action report from the web portal notifying our management team when an item is ready to be cleared. The resulting log provides a list of inspection reports documenting non-conforming work along with the corrective action report documenting the work done to resolve the NCR in a concise fashion. The log is available to all project team members via the web portal and printed summary reports which in our experience, are an excellent item to review at weekly project construction meetings.

RMA Group's proprietary LIMS system compares each inspection or testing activity completed for the project against the detailed line item estimate as the reports are generated. The application includes automated workflow which notifies the Lead Inspector and Project Manager whenever a task that is outside of the agreed upon scope of work is initiated providing real time budget validation to our management team. The system also tracks budget utilization and provides current budget status reports.

RMA Group's proprietary TIM[™] software system also assures timely and seamless project close-out by proactively managing noncompliant items with automated e-mail notifications to team members for any issues needing resolution. The system maintains a log of non-compliant items to communicate the status of all inspections. RMA Group's TIM[™] application will provide a complete electronic record of every inspection report and lab test conducted and all of the necessary documentation required from the inspection and testing firm. All documents will be uploaded to the website by our Laboratory Manager on a weekly basis.

It provides an ongoing list of missing or incomplete inspection reports based on the initial inspection requests that were logged into the database. On a weekly basis our document control staff will clear each and every inspection request and provide a complete digital record of all inspection activities.

This system results in assurance to your project team that our work is being done within the agreed upon scope and budget, and provides consistent and clear communication of inspection activities and project status to the project team. At project end, we provide a complete electronic record of every inspection report and lab test completed and all documentation related to our inspection and testing activities on the project.

ASSURED PROJECT CLOSE-OUT

Upon project completion, the City of Moreno Valley may need closeout documents. Our testing professional staff will be able to recall all daily inspection reports and all laboratory test results using our LIMS software. This allows for easy access to information and inspection summaries. Our testing and inspection summaries for the entire project can be put together efficiently. If there are any outstanding issues as the project comes to a close, RMA Group staff will be able to very quickly reproduce any relevant reports or laboratory test results using LIMS, reducing delays that otherwise might result from having to track down physical files.

QUALITY CONTROL AND ASSURANCE

As required for certification, RMA Group 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 RMA Group field personnel will be certified for the test they are dispatched to perform. In support of all of these field services, RMA Group will provide project management, supervision and internal quality control of the services provided. RMA Group also has an internal Quality Manual that applies to all field and laboratory work.

RESOURCE ALLOCATION MATRIX

The resource allocation matrix is based on RMA Group’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.

Juan Bautista De Anza Multi-Use Improvement Trail Phase - 4 Project No. 801 0086

Task	Public Works Technician	Project Engineer / Project Manager	Administrative
HMA / ARHM Quality Assurance	408 Hours		
CAB Quality Assurance	80 Hours		
PCC Quality Assurance	120 Hours		
Project Management		80 Hours	
Administration			60 Hours

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TAB 3 | SCOPE OF SERVICES

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SCOPE OF SERVICES

Our proposed scope of work will consist of geotechnical and materials testing services. A detailed description of the tasks required to complete this scope of work and an estimate of the costs associated with our work are detailed herein.

OBSERVATION AND TESTING OF SUBGRADE AND AGGREGATE BASE

This work scope would include observation of the scarification, re-compaction, and the finished grading of the paved areas. Our representative would monitor moisture conditions for consistency with the compaction methods used. Our services would include performing in place density tests (compaction tests) by either the sand cone method (ASTM D1556) or the nuclear gauge method (ASTM D2922), water content tests, and maximum density optimum moisture tests per ASTM D1557 at locations selected by our representative. Testing would be performed during the compaction operations. The contractors performing the compaction and your representative would be notified in writing of any materials, methods, or tests that are not in compliance in a timely manner.



Subgrade and aggregate base compaction tests will be performed for paved areas on site and within the street right of way. Tests will be taken at locations and frequencies in accordance to guidelines provided by the governing public agency. If the governing public agency does not have established testing guidelines then the following guideline shall be used. Test locations will be selected by our technician at locations that represent the surface appearance of the subgrade at the time of testing. Test locations would be spaced no more than 500 linear feet apart.

A written report will be prepared summarizing the results of our observations and testing upon completion of the work. The report would include a rendering regarding the conformance of the backfill and subgrade to the job specifications.

CONSTRUCTION OBSERVATION AND COMPACTION TESTING FOR ASPHALT CONCRETE PAVEMENTS

This scope of service will include engineering review of the mix designs and materials testing of asphaltic concrete used in the construction of roadway improvements. These services will include monitoring the temperature and rolling procedure and the determination of the in place density testing of asphalt concrete using the nuclear gauge (ASTM D2950). Laboratory testing will be performed to determine the laboratory test maximum density of the asphaltic concrete in accordance with ASTM D2041. A written report summarizing the results of all tests performed will be prepared upon completion of the work.

SAMPLING AND TESTING OF PORTLAND CEMENT CONCRETE CONSTRUCTION

This scope of services will include engineering review of concrete mix designs and field sampling and laboratory testing of concrete used in concrete construction for the project.

Our materials engineer would review mix designs submitted by the contractor and the results of tests performed on the aggregates. A written report of our review of the concrete mix design submittal will be prepared upon the completion of the work.

Our technician will sample fresh concrete and obtain samples for strength testing, perform slump tests and monitor the temperature of the concrete. Test cylinders will be cast in accordance with the project specifications. Strength test cylinders will be cured in our laboratory until they are tested in accordance to ASTM C192. Compression tests would be performed in accordance to ASTM C39 at 7 and 28 days, respectively. Copies of the results of all compression tests will be provided upon completion of the test.

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TAB 4 | PROJECT TEAM

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PROJECT TEAM

PROACTIVE STAFF MANAGEMENT

The strength of RMA Group lies within our professional personnel. The key individuals proposed for this contract include our most experienced and capable staff members who have worked on various major contracts and bring a combination of skills and knowledge that will be an asset to the City of Moreno Valley.

We have assigned a team of senior-level individuals with direct relevant experience in materials testing and special inspection services that understand the unique nature of transit projects of this type. Their experience grounds them with an understanding of the complex and often time-sensitive nature of project directives. Each member will have specific areas of responsibility to manage and carry out all aspects of this contract.

The combined experience of these individuals will result in a staffing plan that specifies the level of experience and certifications required, and number of technical personnel required matching the construction schedule. Our project team leadership is detailed below. Full resumes, including references and licenses / certifications can be found in an appendix.



25+ years of experience

 Licensed California Civil & Geotechnical Engineer

✓ Transportation experience

✓ Local street / pavement project experience


SLAWEK DYMERSKI, PE, GE | PRINCIPAL-IN-CHARGE

Mr. Slawek Dymerski will serve as Principal-In-Charge and will handle all contractual matters with the City. He is a registered civil engineer and geotechnical engineer with nearly 30 years of experience with geotechnical, materials testing, and inspection projects. Slawek will also provide consultation for issues which arise in the field, as necessary, and will be responsible for the implementation of RMA's in-house quality assurance program.

Slawek's extensive experience includes a variety of pavement design, rehabilitation, and infrastructure projects, for local municipalities such as the City of San Bernardino, City of Santa Ana, and the County of Los Angeles. In addition, Slawek has experience on over 300 paving projects for Caltrans' freeway system and he has working knowledge of FAA specifications and standards from his experience with multiple Southern California airports.



5+ years of experience

 Licensed California Civil Engineer

✓ Document Management

✓ Local street / pavement project experience

JOHNNY RODRIGUEZ, PE | PROJECT MANAGER

Mr. Johnny Rodriguez will serve as the Project Manager and will be responsible for establishing and maintaining the project's budget and identifying the required services and the time frames in which they are expected by the City's Projects Manager. **Johnny will be the general primary point-of-contact, will provide oversight of the day-to-day activities, and will ensure that our team delivers the required services within the established schedules and budgets.** He will be responsible for staff assignments and maintaining project controls for budget, schedule, and document control. His working knowledge has been gained over 5 years of involvement with various municipalities throughout the Inland Empire. His experience ranges from street improvements to multi-million dollar public infrastructure projects. Johnny has excellent knowledge regarding all types of construction materials and related specification requirements in accordance with Greenbook and Caltrans requirements.



10+ years of experience

Certified inspector

Transportation experience

Local street / pavement project experience

LOUIS RILEY | LEAD FIELD MATERIALS TECHNICIAN

Mr. Louis Riley has nearly 10 years of in-depth experience as a Field Materials Technician. Louis' experience includes large number of projects on local and arterial streets, as well as extensive experience with slurry seals, asphalt and concrete pavements on Caltrans projects. He has worked on both new pavement construction projects as well as pavement rehabilitation projects. He is well versed with both Greenbook and Caltrans specifications as they pertain to quality control and material testing requirements. **Louis' transportation experience spans nearly a decade and includes numerous projects within the County of Riverside.**



15+ years of experience

Certified inspector

Transportation experience

Local street / pavement project experience

DAVID PEREYRA | LEAD FIELD MATERIALS TECHNICIAN

Mr. David Pereyra has over 15 years of in-depth experience as a Field Materials Technician. David's expertise is particularly extensive in various asphalt and concrete pavements. He has worked on projects of various size, local city streets, highways as well as large Caltrans freeway projects. He has developed excellent understanding and knowledge of both Greenbook and Caltrans specifications as they pertain to quality control and material testing requirements. The types of pavement projects that David has primarily worked on include: Type I and II slurry seals, chip seals, dense graded asphalt concrete, rubberized asphalt concrete and Portland cement concrete. **David's experience has been primarily working on street and highway project in the Inland Empire and Los Angeles County.**

5+ years of experience

Certified inspector

Transportation experience

Local street / pavement project experience

ALEXANDREA STIGALL | LEAD FIELDS MATERIAL TECHNICIAN

Ms. Alexandra Stigall has nearly 5 years of in-depth experience as a Field Materials Technician with RMA Group. Alex's expertise is particularly extensive in various asphalt and concrete pavements. She has worked on projects of various size, local city streets, highways as well as large Caltrans freeway projects. She has developed excellent understanding and knowledge of both Greenbook and Caltrans specifications as they pertain to quality control and material testing requirements. **Alex's experience has been primarily working on street and highway project in the Inland Empire and Los Angeles County.**

FIELD MATERIALS TECHNICIANS

Our field staff will provide construction observation and testing of aggregate base and subgrade materials, testing of HMA/ARHM and placement observation, and testing of PCC, as needed, per each task order. Our staff will also include geotechnical technicians for all soil applications and geotechnical investigations. Our lead field material technicians are handpicked for specific projects based on their experience and certifications and how well those match up to the requirements and construction elements on the project.

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

PROJECT TEAM

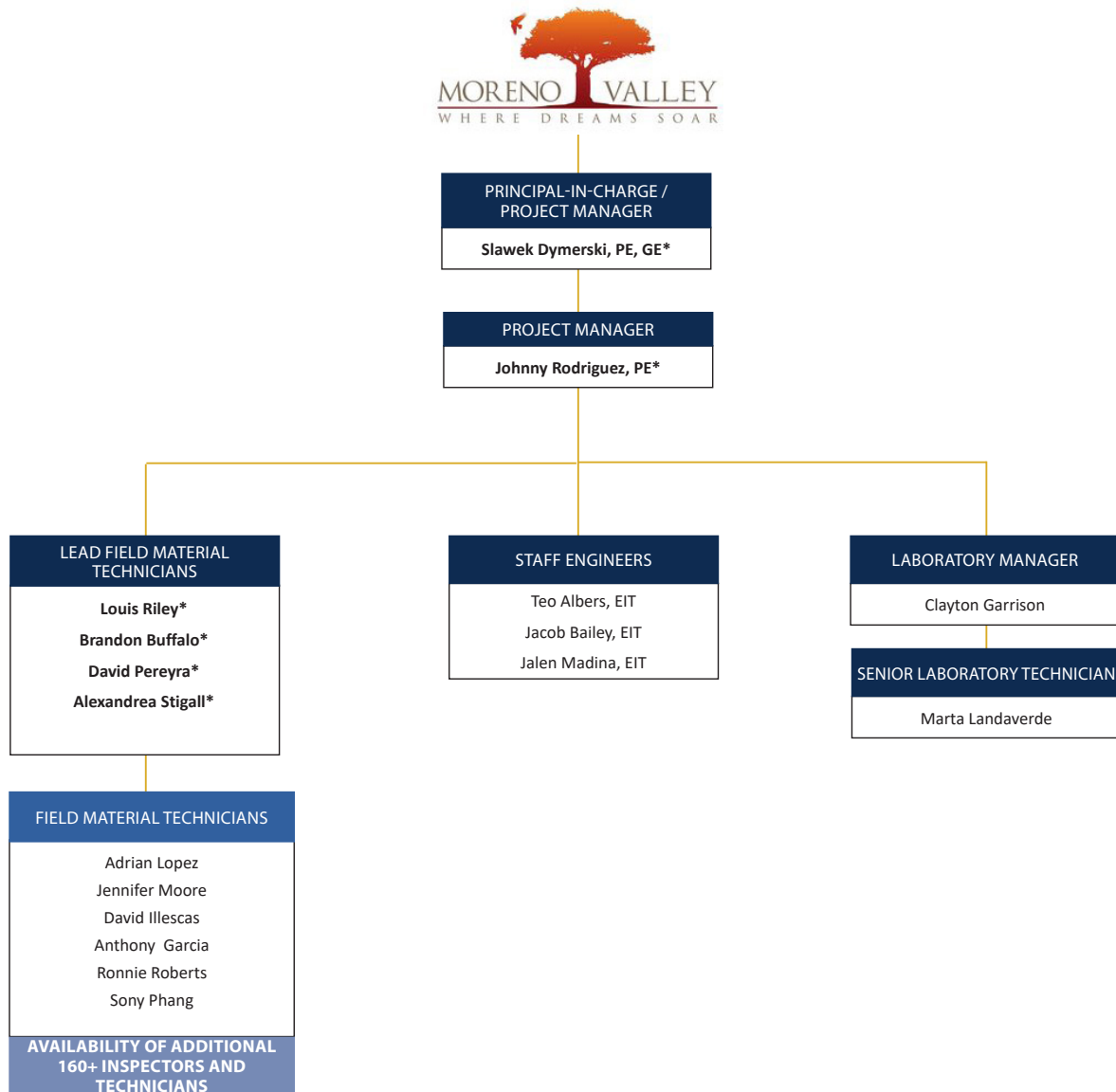
INSPECTION & TESTING SUPPORT STAFF

We employ more than 160 certified technicians and inspectors locally who hold licenses and certifications to perform inspection and materials testing. These individuals are full-time, long tenured employees that are multi-certified and cross-trained to efficiently inspect multiple ongoing operations, thereby providing more flexibility in daily assignments and reducing the number of personnel needed.

RMA Group will maintain the aforementioned team for the duration of the contract. Should anyone become unavailable, RMA Group will substitute other staff who possess equal or higher levels of certification and experience with approval by the City.

The organization chart below provides a visual representation of the RMA Group team and our staffing resources available to serve on the City of Moreno Valley’s Citywide Pavement Rehabilitation Program for Arterial and Collector Streets.

ORGANIZATION CHART



* Denotes key personnel whose resumes and certifications can be found in the Appendix which begins on page 34.

Resumes for non-key personnel are available upon request.

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TAB 5 | SIMILAR PROJECTS

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

SIMILAR PROJECTS

> RECHE VISTA DRIVE REALIGNMENT MORENO VALLEY, CA

A \$4 million project in Moreno Valley realigned Reche Vista Drive so it extended straight to Perris Boulevard, replacing a winding leg of the road that now ends at Heacock Street. The roadway had frequent issues with flooding, potholes and smashed guardrails but it was difficult to work in because of the small space. The 2,400-foot stretch remained a two-lane road, but added wider lanes and shoulders on each side plus a center turning lane and a traffic signal at the intersection. The widened shoulders make it easier to maintain the road.

RMA Group provided professional construction materials testing and geotechnical services. The project required multi-agency involvement and knowledge of Greenbook, EMWD standards, RCFC&WCD standards, SCE standards, MVU standards, and others.

CLIENT	City of Moreno Valley
CONTACT	Quang Nguyen, PE Senior Engineer
ADDRESS	14177 Fredrick St. PO Box 8805 Moreno Valley, CA 92552
PHONE	951.413.3702
PROJECT STATUS	2015 - 2017
STAFF	Slawek Dymerski, Louis Riley

> SR-60 / NASON STREET INTERCHANGE MORENO VALLEY, CA

This project involved the reconstruction and realignment of the four Nason Street on / off ramps to State Route 60 with auxiliary lanes at two ramps installation of signalization at the relevant intersections, widening of Nason Street, and the installation of a new sidewalk / bikeway. The project enhanced freeway access, improved overall traffic circulation, and provided local access to the Stoneridge Town Center, Riverside County Regional Medical Center, Valley View High School, and the University of California, Riverside Moreno Valley Field Station. Additional benefits included underground utility lines and the accommodation of planned future widening of the Nason Street Bridge.

RMA Group provided geotechnical consultation, materials testing, and inspection services. Our scope of work includes embankment compaction testing, cast in place concrete wall testing, structure backfill and subgrade compaction testing, Hot Mix as well as asphalt laboratory testing.

CLIENT	City of Moreno Valley
CONTACT	Quang Nguyen, PE Senior Engineer
ADDRESS	14177 Fredrick St. PO Box 8805 Moreno Valley, CA 92552
PHONE	951.413.3702
PROJECT STATUS	2015 - 2017
STAFF	Slawek Dymerski, Louis Riley

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**> SOUTH LASSELLE STREET SAFETY
CORRIDOR STREET IMPROVEMENT
MORENO VALLEY, CA**

This project consists of the installation of high-friction surface treatment (HFST) on Lasselle Street from Avenida Classica to Camino Quintana and the installation of speed control systems on seven signalized intersections. RMA Group has provided inspection and testing services during subgrade preparation and the installation of high-friction surface treatment, per the project plans and specifications. This includes compaction testing of trench backfill and street improvements, quality insurance for the high friction surface treatment trial, and quality insurance for the high friction surface treatment field sampling and testing.

CLIENT	City of Moreno Valley
CONTACT	Quang Nguyen, PE Senior Engineer
ADDRESS	14177 Fredrick St. PO Box 8805 Moreno Valley, CA 92552
PHONE	951.413.3702
PROJECT STATUS	2021 - Ongoing
STAFF	Slawek Dymerski, Johnny Rodriguez, Adrian Lopez, Alexandra Stigall

**> CITY OF TORRANCE DEPARTMENT
OF PUBLIC WORKS, PLAZA DEL AMO
TORRANCE, CA**

RMA is currently providing the City of Torrance’s Department of Public Works with assurance testing services for the Plaza del Amo at Western Mobility Enhancement Project. The project provides for street widening, pavement reconstruction, repair of damaged curbs, gutters, driveways, and sidewalks; installation of ADA-compliant curb ramps; striping, and landscape improvements. The south east end of the project is within Caltrans right-of-way. RMA Group is providing testing and inspection of soils, asphalt batch plant inspection, marshall density testing, asphalt testing, and construction observation.

CLIENT	City of Torrance
CONTACT	Jess Caballero, Associate Engineer
ADDRESS	3031 Torrance Boulevard, Torrance, CA 90503
PHONE	310.618.6259
PROJECT STATUS	2021 - Ongoing
STAFF	Slawek Dymerski, Johnny Rodriguez

**> THE PARK TO PLAYA TRAIL- LA CIENEGA
PEDESTRAIN OVERCROSS
CULVER CITY, CA**

RMA Group services consists of observing grading operations for trail and slopes and backfill of retaining walls as shown on the project plans, performing soil tests, and submittal of a soil grading report. Also included observation of the drilling for the bridge foundation piles and preparation of the bridge approach foundations. We verified the embedment depth of the foundation piles are in accordance with the project plans and that the soldier pile excavations are drilled at the minimum width and are clean of loose and deleterious materials prior to the placement of concrete. Water content, frequency and at locations selected by the soil engineer.

CLIENT	Los Angeles County Department of Public Works
CONTACT	Ryan Kristan , City Engineering
ADDRESS	Various Locations
PHONE	626.458.1741
PROJECT STATUS	2017 - 2020
STAFF	Slawek Dymerski, Johnny Rodriguez, David Pereyra, David Illescas

**> CACTUS AVENUE AND OTHER ROADS
SAN BERNARDINO COUNTY, CA**

RMA Group was chosen to provide Inspection and Material Testing during the construction of Cactus Road Project. The project consists of reviewing submittals, monitor construction of AC/Overlay, complete daily reports and qty calcs for pavements vouchers. Conduct Material testing on HMA as stated within the Special Provisions.

CLIENT	County of San Bernardino
CONTACT	Medhat Matta, Pavement Management Engineer
ADDRESS	Various Locations
PHONE	909.387.2060
PROJECT STATUS	2022 - Ongoing
STAFF	Slawek Dymerski, Johnny Rodriguez, Alexandra Stigall, Louis Riley

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TAB 6 | WEEKLY AVAILABILITY

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

RMA GROUP STAFF WEEKLY AVAILABILITY

Hours Per Week Available

Slawek Dymerski, PE, GE
Principal-In-Charge



Johnny Rodriguez, PE
Project Manager



Clayton Garrison
Laboratory Manager



Marta Landaverde
Senior Laboratory Technician



Staff Engineers
Jacob Bailey, Teo Albers, Jaylen Madina



All Inspectors & Technicians
Lead: Louis Riley, Brandon Buffalo,
David Pereya, Alex Stigall



Plus an Additional 160+ Inspectors and Technicians Available

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

TAB 7 | REFERENCES

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

CLIENT

CITY OF MORENO VALLEY

Moreno Valley, CA

CONTACT

Quang Nguyen, PE
Senior Engineer
T: 951.413.3702

ADDRESS

14177 Fredrick Street
PO Box 8805
Moreno Valley, CA 92552



CLIENT

RIVERSDIE COUNTY TRANSPORTATION
COMMISSION (RCTC) / TRANSPORTATION

Riverside, CA

CONTACT

Hector Davila
Engineering Project Manager
T: 951.955.6885

ADDRESS

2950 Washington Street
Riverside, CA 92501



CLIENT

CITY OF TORRANCE DEPARTMENT OF
PUBLIC WORKS

Torrance, CA

CONTACT

Jess Caballero
Associate Engineer
T: 310.618.6259

ADDRESS

3031 Torrance Boulevard
Torrance, CA 90503



CLIENT

CITY OF SIMI VALLEY DEPARTMENT OF
PUBLIC WORKS

Simi Valley, CA

CONTACT

Brandon Zastrow
City Engineer
T: 805.583.6700

ADDRESS

2323 Tapo Canyon Road
Simi Valley, CA 93063



CLIENT

COUNTY OF SAN BERNARDINO

San Bernardino, CA

CONTACT

Carlos Seanez
T: 909.387.7945

ADDRESS

825 East Third Street
San Bernardino, CA 92415



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TAB 8 | REQUIRED STATEMENTS AND FORMS

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

REQUIRED STATEMENTS AND FORMS

The following required statements are included in our proposal per the RFQ.

1. This Request For Proposal shall be incorporated in its entirety as a part of the RMA Group's Proposal.
2. This RFP and RMA Group's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by RMA Group and the City of Moreno Valley.
3. RMA Group's services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the RMA Group's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. RMA Group does not have any additions or exceptions, therefore we have not included a separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL".
5. RMA Group has included a statement of qualifications applicable to this project including the names, qualifications and proposed duties of the RMA Group's staff to be assigned to this project (pages 19-21) and a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact (pages 23-24). If one or more of the RMA Group's staff should become unavailable, then RMA Group may substitute other staff of at least equal competence only after prior written approval by the City.
6. RMA Group acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the 'Not-to-Exceed' fee as part of the Cost Proposal, and no additional compensation will be allowed therefor.
7. The resource allocation matrix (page 14) lists detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns.
8. RMA Group acknowledges and understands that we will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. RMA Group understands that all charges for Consultant services is a "Not-to-Exceed" fee which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said RMA Group's Proposal.
10. RMA Group will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. RMA Group's hourly rate schedule (which is included in the Cost Proposal per the RFP) is part of our proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
12. RMA Group will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

- 13. RMA Group acknowledges that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- 14. RMA Group shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
- 15. RMA Group shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
- 16. RMA Group shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- 17. RMA Group 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 RMA Group, without further acknowledgment by the parties.

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ATTACHMENT A

RFP for Professional Services for Geotechnical and Material Testing Services Project No. 801 0097

September 2022

Attachment A: Non-Collusion Affidavit

Note: To be executed by Proposer and submitted with proposal.

State of California (the State of the place of business)

County of San Bernardino (the County of the place of business)

Slawek Dymerski, being first duly sworn, deposes and (name of the person signing this form)

says that he/she is Vice President of (title of the person signing this form)

RMA Group, the party making the foregoing bid (name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said 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 said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his 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 in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: [Signature] (signature)

Printed Name: Slawek Dymerski (name of the person signing this form)

Title: Vice President (title of the person signing this form)

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

APPENDIX A | RESUMES

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

SLAWEK DYMERSKI, PE, GE

PRINCIPAL-IN-CHARGE

EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

LICENSES / REGISTRATIONS

CA, Civil Engineer, No. 63389
CA, Geotechnical Engineer, No. 2764
NV, Civil Engineer, No. 028376

PROFILE

Mr. Slawek Dymerski has more than 25 years of engineering experience, including nearly 30 years in project and quality management. He has been involved in all aspects of field exploration and data analysis for a wide range of pavement evaluation, construction inspection, geotechnical exploration, and design projects involving materials tests on asphalt concrete, Portland cement concrete, masonry, soils, aggregates, and steel by DSA, Caltrans, ASTM, and AASHTO test methods. In a Quality Assurance role, Slawek will be responsible for verifying that our deliverables fully meet project requirements and provide technical quality review of all geotechnical reports and material tests. Most critically, he understands the importance of timely, accurate, and fully vetted geotechnical and testing information.

RELEVANT EXPERIENCE

SR-60 / NASON STREET INTERCHANGE, MORENO VALLEY

Quality Assurance Manager | Mr. Dymerski was responsible for RMA Group's services which included providing quality assurance for the City that encompassed Asphalt Concrete sampling and placement observation and compaction testing, concrete sampling and testing for the retaining walls, curbs and gutters, and geotechnical testing for roadway and ramp excavation.

RECHE VISTA DRIVE REALIGNMENT, MORENO VALLEY

Principal-in-Charge | Mr. Dymerski serves as the Principal-In-Charge for the \$4 million project in Moreno Valley realigned Reche Vista Drive so it extended straight to Perris Boulevard, replacing a winding leg of the road that now ends at Heacock Street. RMA Group provided professional construction materials testing and geotechnical services.

THE PARK TO PLAYA TRAIL- LA CIENEGA PEDESTRAIN OVERCROSS, CULVER CITY

Principal-In-Charge | Mr. Dymerski serves as the Principal-In-Charge for the Park To Playa Trail - La Cienega Pedestrian Overcross project. The Park to Playa Trail is a planned 13-mile regional trail that will connect a network of trails, parks and open spaces from the Baldwin Hills Parklands to the Pacific Ocean. RMA Group provided geotechnical soils and materials testing work included grading and observation, reinforced concrete inspection and materials testing, and welding.

DEVORE 15/215 INTERCHANGE IMPROVEMENTS, DEVORE

Principal-In-Charge | Construction on the \$208 million Devore 15/215 Interchange Improvements project involved retro-fitting several existing structures, construction of multiple new bridges and overpasses, drainage improvements, landscaping, communications and electrical systems improvements as well as construction of several MSE panel, soil nail, tie back and retaining walls. Mr. Dymerski oversaw RMA Group's services and ensured that all necessary resources and highly-trained staff were available while providing professional oversight and guidance.

Mr. Dymerski has extensive pavement project experience that has been acquired over the years as a result of his direct dedication and involvement in over 100 projects with Caltrans District, throughout Southern California. His particular knowledge in paving has been key to the successful completion of many projects and client satisfaction resulting in business growth for RMA Group including the **Reche Vista Drive Realignment, South Lasselle Street Safety Corridor Street Improvement, City of Torrance, SB1 Minor Streets, Cactus Avenue and other roads project.** Additional Project list is available upon request.

JOHNNY RODRIGUEZ, PE

PROJECT MANAGER

EDUCATION

BS, Civil Engineering,
California Baptist University, CA

LICENSES / REGISTRATIONS

CA, Civil Engineer, No. 93236
Certified Associate in Project Management
(CAPM): 2975722
USACE Construction Quality Management for
Contractors: SPL20201106-20
Inertial Profiler Operator: CTIP294

RELEVANT EXPERIENCE

SOUTH LASSELLE STREET SAFETY COORIDOR STREET IMPROVEMENT, MORENO VALLEY

Project Engineer | Mr. Rodriguez served as Project Engineer for the South Lasselle Street Safety Cooridor Street Improvement project. RMA Group has provided inspection and testing services during subgrade preperation and the installation of high-friction surface treatment, per the project plans and specifications.

CACTUS AVENUE AND OTHER ROADS, SAN BERNARDINO

Project Manager | Mr. Rodriguez serves as the Project Manager for the Cactus Avenue and other roods project. RMA Group was chosen to provide Inspection and Material Testing during the construction of Cactus Road Project.

THE PARK TO PLAYA TRAIL- LA CIENEGA PEDESTRAIN OVERCROSS, CULVER CITY

Project Engineer | Mr. Rodriguez serves as the Project Engineer for the Park To Playa Trail - La Cienega Pedestrain Overcross project. The Park to Playa Trail is a planned 13-mile regional trail that will connect a network of trails, parks and open spaces from the Baldwin Hills Parklands to the Pacific Ocean. RMA Group provided geotechnical soils and materials testing work included grading and observation, reinforced concrete inspection and materials testing, and welding.

WESTERN MOBILITY ENHANCEMENT PROJECT - PLAZA DEL AMO, TORRANCE

Project Engineer | Mr. Rodriguez is responsible for maintining quality control, the project budget, and identifying required deliverables all while monitoring the project's schedule. RMA Group is providing testing and inspection of soils, asphalt batch plant inspection, marshall density testing, asphalt testing, and construction observation for the City of Torrance Department of Public Works.

CALTRANS CONTRACT 07-301104 ROUTE 60 PAVEMENT REHABILITATION, LOS ANGELES

Project Engineer | Mr. Rodriguez is responsible for the maintenance of a project budget and scope of work, identifying the required deliverables and monitoring the schedule. He also attended site quality control meetings.

Mr. Rodriguez has extensive pavement project experience serving as Project Engineer for over 100 projects with Caltrans District, throughout Southern California. His experience ranges from a variety of small street improvements to multi-million dollar public infrastructure projects. Additional Project list is available upon request.

PROFILE

Mr. Rodriguez excels at providing organizational technical support and review of project correspondence and field reports for compliance with project plans and specifications such as the Standard Specifications for Public Works Construction (SSPWC), Caltrans, California Building Code (CBC/Title 24), and the Uniform Building Code (UBC). He is engaged in projects throughout the construction cycle, from initial project review for bid estimation to project closeout and payment negotiation. Johnny has project experience with the construction of masonry sound walls, steel reinforced concrete, airport and highway paving. He provides supervision and support to lab technicians, field technicians, and project managers. His experience has been gained over 5 years in the quality assurance industry, serving on projects including grade separations, highways, hospitals, universities, and public infrastructure.

CLAYTON GARRISON

LABORATORY MANAGER

EDUCATION

AS, Construction Technology,
Victor Valley College, CA

LICENSES / REGISTRATIONS

ACI Laboratory Technician Level 1
ACI Concrete Strength Technician
ACI Aggregate Technician
ACI Concrete Field Grade 1
ACI Laboratory Masonry Technician
ACI Field Masonry Technician
Caltrans Compressive Strength PCC
Caltrans Flexural Strength PCC
Caltrans Flexural Strength (Rapid Set)
OSHA 30 Certification

PROFILE

Mr. Garrison has 10 years of experience in construction material testing, including laboratory and field testing experience both during preliminary/design phase and construction. Clayton has worked as a laboratory manager in the industry for 6 years and holds multiple certifications for testing construction materials both concrete, aggregates, and masonry. As a laboratory manager he has maintained accreditations with AASHTO, CCRL, DSA, USACE, and Caltrans while growing testing capabilities with additional methods performed. Clayton has recently served as chair to the ACI Southern California chapter Student Services Committee and is still an active member as well as a member of ACI Concrete Committee C09.

RELEVANT EXPERIENCE

CACTUS AVENUE AND OTHER ROADS, SAN BERNARDINO

Laboratory Manager | Mr. Garrison serves as the Laboratory Manager for the Cactus Avenue and other roads project. RMA Group was chosen to provide Inspection and Material Testing during the construction of Cactus Road Project.

CITY OF MONROVIA RENEWAL, MONROVIA

Laboratory Manager | Mr. Garrison served as Laboratory Manager for the multi-phase asphalt pavement renewal project throughout the entire city of Monrovia. This project consisted of preliminary coring of existing asphalt for thickness determination and subgrade testing for soil testing. Clayton was responsible for preliminary coring and soils investigation field work and lab testing, and compiling data into report for engineering and bidding purposes.

GREEN TREE SEWER TRUNK LINE REPAIR, VICTORVILLE

Laboratory Manager | Mr. Garrison served as Laboratory Manager for this project that consisted of relocating and improving existing sewer main ahead of the Yucca Loma and Green Tree Bridge project and began in 2019 with completion in 2020. In his role, Clayton was responsible for conducting laboratory testing of soils during backfill and compaction, concrete testing for new curb and cross gutter, and asphalt testing during paving operations.

SEVENTH AVE AND ARROWHEAD ROAD INVESTIGATION, VICTORVILLE

Laboratory Manager | Mr. Garrison served as Laboratory Manager for the pavement and soils investigation for the repaving and widening of seventh Ave and Arrowhead Road. This project consisted of 26 cores and soil samples for testing. Clayton was responsible for managing and conducting field work for the investigation, including hiring and direct sub-contracted services such as drilling and traffic control.

LOUIS RILEY

LEAD FIELD MATERIAL TECHNICIAN

LICENSES / REGISTRATIONS

ICC Prestressed Concrete
 ICC Structural Masonry
 ICC Reinforced Concrete
 ICC Structural Welding Codes Module
 ICC Structural Welding Plans Module
 ICC Soils Codes Module
 ICC Soils Plans Module
 ICC Soils
 ACI Aggregate Testing Technician - Level 1
 ACI Concrete Field Testing Technician - Grade 1
 ACI Concrete Laboratory Testing Technician - Level 2
 ACI Concrete Strength Testing Technician
 ACI Concrete Laboratory Testing Technician - Level 1
 Nuclear Gauge Certification
 Caltrans Certifications: 105, 125, 201, 202, 205, 216, 217, 226, 227, 229,

PROFILE

Mr Louis Riley has in-depth experience as a Field and Laboratory Technician. He started in the industry as an aggregate crushing quarry. His responsibilities included quality control, safety training, heavy equipment operation and maintenance, and plant inspection and repairs.

Louis' areas of expertise include Caltrans, sampling of materials, concrete testing, laboratory testing, field qualifications, production start-up, and trial slabs. He has experience installing signs, kral, and striping during both day and night shift work.

RELEVANT EXPERIENCE

RECHE VISTA DRIVE REALIGNMENT, MORENO VALLEY

Special Inspector / Technician | Mr. Riley served as Special Inspector / Technician for the \$4 million project in Moreno Valley realigned Reche Vista Drive so it extended straight to Perris Boulevard, replacing a winding leg of the road that now ends at Heacock Street. RMA Group provided professional construction materials testing and geotechnical services.

CACTUS AVENUE AND OTHER ROADS, SAN BERNARDINO

Special Inspector / Technician | Mr. Riley served as Special Inspector / Technician for the Cactus Avenue and other roads project. RMA Group was chosen to provide Inspection and Material Testing during the construction of Cactus Road Project.

CALTRANS CONTRACT 08-0Q75U4 ROUTE 60 IMPROVEMENTS, RIVERSIDE/SAN BERNARDINO COUNTIES

Special Inspector / Technician | Mr. Riley served as Special Inspector / Technician for Caltrans Contract 08-0Q75U4 Route 60 project. Services included Rapid Strength Concrete, Lean Concrete Base - Rapid Setting, and Lean Concrete Base production for the project in accordance with the requirements of the special provisions.

I-15 EXPRESS LANES, RIVERSIDE COUNTY

Special Inspector / Technician | Mr. Riley served as Special Inspector / Technician for the I-15 Express Lanes project. The \$471 million project added 15 miles of tolled express lanes in the median of Interstate 15 between Route 60 in Jurupa Valley/Eastvale and Cajalco Road in Corona. Louis provided quality control testing of the hot mix asphalt

BRANDON BUFFALO

LEAD FIELD MATERIAL TECHNICIAN

CERTIFICATIONS

ICC Soils
 ICC Structural Steel and Bolting
 ICC Structural Welding
 ICC Reinforced Concrete
 ICC Structural Masonry
 ICC Master of Special Inspection
 ACI Concrete Field Testing Technician -
 Grade 1
 Nuclear Gauge Certified
 Caltrans Proficiencies: 105, 125, 231, 504,
 518, 539, 540, 543, 556, 557

PROFILE

Mr. Brandon Buffalo is an ICC-certified Special Inspector with more than five years of experience in inspections and construction related experience. Brandon is especially proficient in soils inspection and testing.

He has provided services ranging from general inspections to complex special inspections on projects including residential and commercial construction, hospitals, schools, airports, water pipelines and treatment plants, desalination plants, and multiple highway and transportation projects in Caltrans Districts .

RELEVANT EXPERIENCE

RECHE VISTA DRIVE REALIGNMENT, MORENO VALLEY

Special Inspector / Technician | Mr. Buffalo served as Special Inspector / Technician for the \$4 million project in Moreno Valley realigned Reche Vista Drive so it extended straight to Perris Boulevard, replacing a winding leg of the road that now ends at Heacock Street. RMA Group provided professional construction materials testing and geotechnical services.

NASON STREET IMPROVEMENTS, CACTUS AVENUE TO FIR AVENUE, MORENO VALLEY

Public Works Technician | Mr. Buffalo was responsible for providing compaction testing of the asphalt pavement used for this project. The Nason Street Improvement project involved the widening of approximately 2 miles of Nason Street from Cactus Avenue to Fir Avenue. The improvements include pavement rehabilitation, raised medians, sidewalks, bike lanes, traffic signal systems at the intersections of Hospital Road, Alessandro Boulevard, Cottonwood Avenue, Dracaea Avenue, Eucalyptus Avenue, and Fir Avenue, street lighting system, and installation of traffic signal interconnect system.

DEVORE 15/215 INTERCHANGE IMPROVEMENTS, DEVORE

Special Inspector / Technician | Construction on the \$208 million Devore 15/215 Interchange Improvements project involved retro-fitting several existing structures, construction of multiple new bridges and overpasses, drainage improvements, landscaping, communications and electrical systems improvements as well as construction of several MSE panel, soil nail, tie back and retaining walls.

LANDSIDE ACCESS MODERNIZATION (LAMP), LOS ANGELES

Special Inspector / Technician | Mr. Buffalo served as Special Inspector / Technician for the Landside Access Enabling (LAMP) project. LAMP includes several major elements, including a landside Automated People Mover (APM), a Consolidated Rent-A-Car (CONRAC) facility, multiple Intermodal Transportation Facilities (ITFs), and a comprehensive network of roadway improvements.

I-405 SEPULVEDA PASS WIDENING PROJECT, LOS ANGELES

Public Works Technician | Mr. Buffalo provided public works inspection and testing for this project that constructed improvements to a major transportation corridor in the Los Angeles County area. The I-405 Sepulveda Pass Widening Project involves the engineering, procurement and construction of 10-miles of HOV lane, freeway widening, realigning existing on- / off-ramps, removing and replacing three bridge structures, construction of approximately 23 each additional bridges and ramps, 18-miles of retaining and sound walls and performing road improvements.

DAVID PEREYRA

LEAD FIELD MATERIAL TECHNICIAN

LICENSES / REGISTRATIONS

ACI Concrete Field Technician - Grade 1
 ICC Soils Special Inspector
 ICC Reinforced Concrete Special Inspector
 ICC Structural Masonry Special Inspector
 Caltrans Testing Methods: 105, 106, 125, 201, 202, 205, 216, 217, 226, 227, 231, 504, 518, 521, 523, 524, 539, 540, 543, 556, 557, AASHTO T11, AASHTO T27, AASHTO R47, AASHTO R76, AASHTO T176, AASHTO T255, AASHTO T329, AASHTO T335

PROFILE

Mr. David Pereyra started in the lab working on various ASTM / Caltrans testing involving materials such as soils, concrete, masonry, aggregate, asphalt, and steel. He had more than five years of lab experience then moved to the field. Since then, he has obtained multiple ICC and Caltrans certifications.

David's transportation experience includes installing signs, krail, and striping during both day and night shift work.

RELEVANT EXPERIENCE

THE PARK TO PLAYA TRAIL- LA CIENEGA PEDESTRAIN OVERCROSS, CULVER CITY

Field Technician / inspector | Mr. Pereyra serves as the Special Inspector for the Park To Playa Trail - La Cienega Pedestrian Overcross project. The Park to Playa Trail is a planned 13-mile regional trail that will connect a network of trails, parks and open spaces from the Baldwin Hills Parklands to the Pacific Ocean. RMA Group provided geotechnical soils and materials testing work included grading and observation, reinforced concrete inspection and materials testing, and welding.

CALTRANS CONTRACT 08-0Q75U4 ROUTE 60 IMPROVEMENTS, RIVERSIDE/SAN BERNARDINO COUNTIES

Special Inspector / Technician | Mr. Pereyra served as Special Inspector / Technician for Caltrans Contract 08-0Q75U4 Route 60 project. Services included Rapid Strength Concrete, Lean Concrete Base - Rapid Setting, and Lean Concrete Base production for the project in accordance with the requirements of the special provisions.

I-15/SR-91 EXPRESS LANES CONNECTOR, RIVERSIDE

Special Inspector | Mr. Pereyra served as Special Inspector for the I-15/SR-91 Express Lanes Connector project. The connector is designed to provide a seamless transition between these Riverside County tolling systems for reliable, convenient travel for Eastvale, Jurupa Valley, Norco, and Corona motorists and express buses. The project also will add an outside lane on eastbound 91 from I-15 to the Promenade overcrossing. RMA Group's scope of work includes a Quality Control Plan in accordance with the Contractor's quality policy, quality objectives, organizations, construction quality management plans, quality processes and procedures, work instructions, and quality records management.

RAYMOND AVENUE GRADE SEPARATION, FULLERTON

Special Inspector | Mr. Pereyra served as Special Inspector for the Raymond Avenue Grade Separation Project. RMA Group's scope of work included preparing a quality control program, performing field materials testing, and inspection for quality control of earthwork (backfill), aggregate base, asphalt concrete, portland cement concrete, welding, and laboratory testing for qualification and production of soils / aggregates / concrete / asphalt / steel materials.

CALTRANS ROUTE 60 & 710 - AGGREGATE BASE, LOS ANGELES COUNTY

Special Inspector | Mr. Pereyra served as Special Inspector for the Route 60 & 710 project for Caltrans. Services provided included quality control testing of the aggregate base production in accordance with special provisions. David obtained samples, tested for compaction, and performed laboratory testing on the project. The project included 67 regular consecutive weekday production shifts including nightwork and installation of signs, krail, and striping.

ALEXANDREA STIGALL

LEAD FIELD MATERIAL TECHNICIAN

CERTIFICATIONS

ICC Spray Applied Fire Proofing
 ICC Reinforced Concrete
 ICC Soils
 ICC Soils Codes Module
 ICC Soils Plans Module
 ICC Reinforced Concrete Codes Module
 ICC Reinforced Concrete Plans Module
 ICC Structural Masonry
 ICC Structural Masonry Codes Module
 ICC Structural Masonry Plans Module
 ICC Prestressed Concrete
 ICC SI Prestressed Concrete Codes Module
 ICC Prestressed Concrete Plans Module
 AASHTO: T11, T27, R47, R76, T166, T176, T209,
 T248, T255, T269, T275, T308, T329, T335
 Caltrans: 105, 125, 201, 202, 205, 216, 217,
 226, 227, 229, 504, 518, 539, 540, 543, 556,
 557
 ACI Concrete Field Testing Technician - Grade I

PROFILE

Ms. Alexandra Stigall has been with RMA Group for nearly 5 years. Since then, Alex has obtained multiple ICC and Caltrans certifications. She is quick to provide advice from the experience that she has gained and highly motivated to work as a team member or independently to meet deadlines. Alexandra has a willingness to learn and know all facets of the project at hand.

RELEVANT EXPERIENCE

SOUTH LASSELLE STREET SAFETY COORIDOR STREET IMPROVEMENT, MORENO VALLEY

Field Technician / Inspector | Ms. Stigall serves as Special Inspector for the South Lasselle Street Safety Cooridor Street Improvement project. RMA Group has provided inspection and testing services during subgrade preperation and the installation of high-friction surface treatment, per the project plans and specifications.

CACTUS AVENUE AND OTHER ROADS, SAN BERNARDINO

Field Technician / Inspector | Ms. Stigall serves as Special Inspector for the Cactus Avenue and other roods project. RMA Group was chosen to provide Inspection and Material Testing during the construction of Cactus Road Project.

SB1 MINOR STREETS SV 20-04, SIMI VALLEY

Field Technician / Inspector | Ms. Stigall serves as Special Inspector for the SB1 Minor Streets SV 20-04 Project. RMA Group provided materials testing of asphaltic concrete used in the construction of private roadway and parking area improvements and materials testing of the slurry seal used in the construction of public roadway and parking improvements.

CALTRANS ROUTE 60 & 710 - RAPID STRENGTH CONCRETE, LOS ANGELES COUNTY

Field Technician / Inspector | Ms. Stigall serves as Special Inspector for the Route 60 & 710 project for Caltrans. Services provided includes quality control testing of the rapid strength concrete (RSC), structural concrete (SC), lean concrete base - rapid setting (LCB-RS), and lean concrete base (LCB) production in accordance with special provisions. Alexandra obtained samples and tested concrete and aggregates in the field. The project included approximately 14,900 cubic yards of LCB, 18,200 cubic yards of LCB-RS, 60,000 cubic yards of JPCP-RSC, 780 cubic yards of ISR-RSC, and 650 cubic yards of SC. The project includes nightwork and installation of signs, krail, and striping.

APPENDIX B | LICENSES AND LABORATORY CERTIFICATIONS

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

SLAWEK DYMERSEKI LICENSES



DYMERSEKI, SLAWOMIR WALDEMAR
 LICENSE NUMBER: 2764 LICENSE TYPE: GEOTECHNICAL ENGINEER
 LICENSE STATUS: CLEAR ⓘ EXPIRATION DATE: SEPTEMBER 30, 2024
 SECONDARY STATUS: N/A
 CITY: SAN CLEMENTE STATE: CALIFORNIA COUNTY: ORANGE ZIP: 92673



DYMERSEKI, SLAWOMIR WALDEMAR
 LICENSE NUMBER: 63389 LICENSE TYPE: CIVIL ENGINEER
 LICENSE STATUS: CLEAR ⓘ EXPIRATION DATE: SEPTEMBER 30, 2024
 SECONDARY STATUS: N/A
 CITY: SAN CLEMENTE STATE: CALIFORNIA COUNTY: ORANGE ZIP: 92673

JOHNNY RODRIGUEZ CERTIFICATIONS

U.S. ARMY CORPS OF ENGINEERS
 USACE LEARNING CENTER
 HUNTSVILLE, ALABAMA

CERTIFICATE

Johnny M. Rodriguez
 has completed the Corps of Engineers and Naval Facility Engineering Command Training Course
CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #784

Los Angeles, CA 5-6 November 2020 Los Angeles District Helen M. Sanchez
 Location Training Date(s) Instructional District/NAVFAC CQM-C Manager

Helen M. Sanchez helen.m.sanchez@usace.army.mil 626-347-3763 SANCHEZ, HELEN M 294022-HELLEN@AETTE.USAACE
 Facilitator/Instructor Email Telephone ARIETTE.1544263532 2016 2016-11-05 10:00:00 AM
 Facilitator/Instructor Signature

Certification No: SPL20201106-20
 THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE
 CQM-C Recertification online course: <https://www.mvuln.net>

Project Management Institute

THIS IS TO CERTIFY THAT

Johnny Rodriguez

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED KNOWLEDGE, SKILL AND THE UNDERSTANDING OF THE PROCESSES AND TERMINOLOGY AS DEFINED IN THE *PMBOK® GUIDE* THAT ARE NEEDED FOR EFFECTIVE PROJECT MANAGEMENT AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Certified Associate in Project Management (CAPM)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

Tony Appleby Sunil Prashara
 Chair, Board of Directors President and Chief Executive Officer

CAPM® Number: 2975722
 CAPM® Original Grant Date: 18 January 2021
 CAPM® Expiration Date: 17 January 2024

Project Management Institute.

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

JOHNNY RODRIGUEZ LICENSES CONTINUED



RODRIGUEZ, JOHNNY MICHAEL

LICENSE NUMBER: 93236 LICENSE TYPE: CIVIL ENGINEER


LICENSE STATUS: CLEAR EXPIRATION DATE: MARCH 31, 2024

SECONDARY STATUS: N/A

CITY: ONTARIO STATE: CALIFORNIA COUNTY: SAN BERNARDINO ZIP: 91761

Operator Certification

STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
 DIVISION OF ENGINEERING SERVICES
 Transportation Laboratory
 5900 Folsom Blvd.
 Sacramento, California 95819-4612


5/5/2020

Johnny Rodriguez
 RMA Group Inc.
 12130 Santa Margarita Ct.
 Rancho Cucamonga, CA 91730

Dear Mr. Johnny Rodriguez,

Congratulations!

You have successfully passed the inertial profiler operator certification administered by Caltrans Materials, Engineering and Testing Services.

This letter certifies that you are qualified to operate the following inertial profiler:

SSI CS9100/CS9300

The certification is subject to the restrictions given below:

Issue Date: 5/5/2020
 Expiration Date: 5/31/2021

Sincerely, *Ignacio Herrera*

Ignacio Herrera
 IA #095

Attachment(s):
 • Operator ID Card

LOUIS RILEY CERTIFICATIONS

Louis	Riley
	1) RMA Group Carson 1210 E. 223rd Street Suites 319 Carson District 7 2) RMA Group - Main Lab 12130 Santa Margarita Ct Rancho Cucamonga District 8 3) RMA Group -at All American Asphalt Corona 1776 All American Way Corona District 8 4) RMA Group - PCC #7 12130 Santa Margarita Ct. Rancho Cucamonga District 8 5) RMA Group - PCC #1 12130 Santa Margarita Ct. Rancho Cucamonga District 8 6) RMA Group - PCC#2 12130 Santa Margarita Ct. Rancho Cucamonga District 8 7) RMA Corona 25225 Maitri Rd Corona District 8 8) RMA Group 10671 Jeffrey Rd Irvine District 12 9) RMA Group 15505 E. Lincoln Ave. Orange District 12 10) RMA Mobile Lab #11 12130 Santa Margarita CT Ranco Cucamonga District 8 11) RMA Mobile Lab #12 12130 Santa Margarita CT Ranco Cucamonga District 8 12) RMA Ehrenberg HMA Mobile Cibola Road Ehrenberg District 8
	AASHTO T11: Sieve Analysis (Washing) - Fine Aggregates (JTCP) AASHTO T27: Sieve Analysis - Fine and Coarse Aggregates (JTCP) AASHTO R47: Reducing Samples of HMA (JTCP) AASHTO R76: Reducing Samples of Agg (JTCP) AASHTO T166: Bulk SpG of Compacted HMA - SSD (JTCP) AASHTO T176: Sand Equivalent (JTCP) AASHTO T209: Max SpG and Density - HMA (JTCP) AASHTO T255: Evaporable Moisture Content (JTCP) AASHTO T269: Percent Air Voids - HMA (JTCP) AASHTO T275: Bulk SpG - HMA (JTCP) AASHTO T308: AC Content (Ignition Oven) - HMA (JTCP) AASHTO T329: Moisture Content (Oven Method) - HMA (JTCP) CT 105: Calculations - Gradings (JTCP) CT 125 AGG: Sampling - AGGREGATES (JTCP) CT 125 HMA: Sampling - HMA (JTCP) CT 201: Sample Preparation - Soil and Aggregates (JTCP) CT 202: Sieve analysis - Fine and Coarse Aggregates (JTCP) CT 216: Relative Compaction - Soils and Aggregates (JTCP) CT 217: Sand Equivalent (JTCP) CT 226: Moisture Content - Soils and Aggregates (JTCP) CT 227: Cleanness Value (JTCP) CT 504: Air Content of PCC - Pressure Method (JTCP) CT 518: Unit Weight - PCC (JTCP) CT 539: Sampling Fresh Concrete (JTCP) CT 540: Making Cylinders - PCC (JTCP) CT 543: Air Content of PCC - Volumetric Method (JTCP) CT 556: Slump - PCC (JTCP) CT 557: Temperature - PCC (JTCP)

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

LOUIS RILEY CERTIFICATIONS CONTINUED

Louis Riley	Riverside	CA	Prestressed Concrete Special Inspector (expires 09/01/2023) Structural Masonry Special Inspector (expires 07/16/2023) Soils Special Inspector (expires 07/16/2023) Structural Welding Special Inspector (expires 05/22/2023) Structural Steel and Bolting Special Inspector (expires 11/07/2023) Reinforced Concrete Special Inspector (expires 06/30/2024) Master of Special Inspection (expires 07/01/2024)
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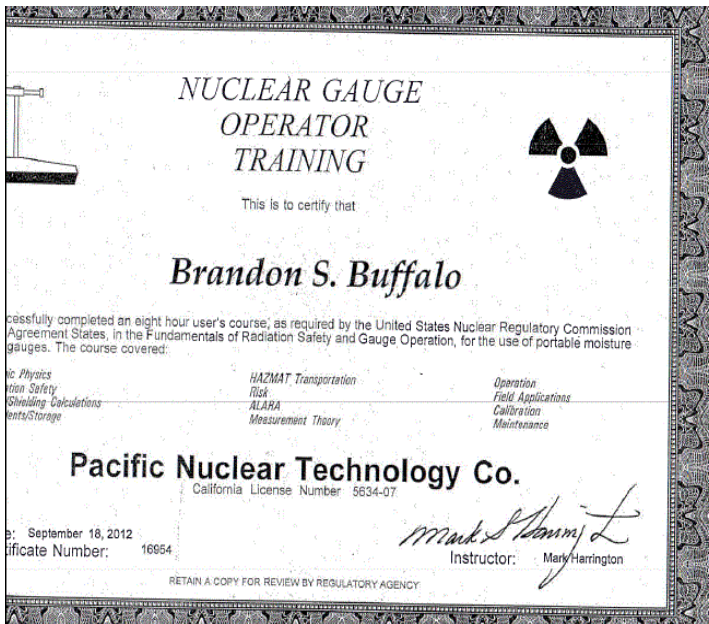
Louis A Riley
ACI Aggregate Testing Technician - Level 1
Expires: June 14, 2026
Riverside, CA 92506 United States

Louis A Riley
ACI Concrete Laboratory Testing Technician - Level 1
Expires: September 20, 2026
Riverside, CA 92506 United States

Louis A Riley
ACI Concrete Strength Testing Technician
Expires: September 20, 2026
Riverside, CA 92506 United States

Louis A Riley
ACI Concrete Field Testing Technician – Grade I
Expires: February 01, 2025
Riverside, CA 92506 United States

BRANDON BUFFALO CERTIFICATIONS



Buffalo, Brandon S
ACI CONCRETE FIELD TESTING TECHNICIAN - GRADE I
Expires: April 14, 2023
RIVERSIDE, CA 92508

Brandon Buffalo	Riverside	CA	Soils Special Inspector (expires 09/01/2023) Structural Steel and Bolting Special Inspector (expires 09/01/2023) Structural Welding Special Inspector (expires 09/01/2023) Reinforced Concrete Special Inspector (expires 09/01/2023) Structural Masonry Special Inspector (expires 09/01/2023)
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Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

BRANDON BUFFALO CERTIFICATIONS CONTINUED

Brandon	Buffalo	1) RMA Group - Main Lab 12130 Santa Margarita Ct Rancho Cucamonga District 8 2) RMA Group - PCC #7 12130 Santa Margarita Ct. Rancho Cucamonga District 8 3) RMA Group - PCC #1 12130 Santa Margarita Ct. Rancho Cucamonga District 8 4) RMA Group - PCC#2 12130 Santa Margarita Ct. Rancho Cucamonga District 8 5) RMA Corona 25225 Maitri Rd Corona District 8 6) RMA Group 15505 E. Lincoln Ave. Orange District 12	CT 105: Calculations - Gradings (JTCP) CT 504: Air Content of PCC - Pressure Method (JTCP) CT 518: Unit Weight - PCC (JTCP) CT 539: Sampling Fresh Concrete (JTCP) CT 540: Making Cylinders - PCC (JTCP) CT 543: Air Content of PCC - Volumetric Method (JTCP) CT 556: Slump - PCC (JTCP) CT 557: Temperature - PCC (JTCP)
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DAVID PEREYRA CERTIFICATIONS

David A Pereyra
 ACI Concrete Field Testing Technician – Grade I
 Expires: July 22, 2027
 Lake Elsinore, CA 92530 United States

David Pereyra	Lake Elsinore	CA	Soils Special Inspector (expires 07/10/2026) Reinforced Concrete Special Inspector (expires 07/10/2026) Structural Masonry Special Inspector (expires 07/10/2026)
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David	Pereyra	1) RMA Group - Main Lab 12130 Santa Margarita Ct Rancho Cucamonga District 8 2) RMA Group -at All American Asphalt Corona 1776 All American Way Corona District 8 3) RMA Group - PCC #7 12130 Santa Margarita Ct. Rancho Cucamonga District 8 4) RMA Group - PCC #1 12130 Santa Margarita Ct. Rancho Cucamonga District 8 5) RMA Group - PCC#2 12130 Santa Margarita Ct. Rancho Cucamonga District 8 6) RMA Corona 25225 Maitri Rd Corona District 8 7) RMA Group 10671 Jeffrey Rd Irvine District 12 8) RMA Group 15505 E. Lincoln Ave. Orange District 12 9) RMA Mobile Lab #11 12130 Santa Margarita CT Ranco Cucamonga District 8 10) RMA Mobile Lab #12 12130 Santa Margarita CT Ranco Cucamonga District 8	AASHTO T11: Sieve Analysis (Washing) - Fine Aggregates (JTCP) AASHTO T27: Sieve Analysis - Fine and Coarse Aggregates (JTCP) AASHTO R47: Reducing Samples of HMA (JTCP) AASHTO R76: Reducing Samples of Agg (JTCP) AASHTO T176: Sand Equivalent (JTCP) AASHTO T255: Evaporable Moisture Content (JTCP) AASHTO T329: Moisture Content (Oven Method) - HMA (JTCP) AASHTO T335: Percentage of Fracture (JTCP) CT 105: Calculations - Gradings (JTCP) CT 106: Definitions - Specific Gravity (SpG) CT 125 AGG: Sampling - AGGREGATES (JTCP) CT 125 HMA: Sampling - HMA (JTCP) CT 201: Sample Preparation - Soil and Aggregates (JTCP) CT 202: Sieve analysis - Fine and Coarse Aggregates (JTCP) CT 205: Percent Crushed Particles (JTCP) CT 216: Relative Compaction - Soils and Aggregates (JTCP) CT 217: Sand Equivalent (JTCP) CT 226: Moisture Content - Soils and Aggregates (JTCP) CT 227: Cleanness Value (JTCP) CT 231: Relative Compaction - Nuclear Gage CT 504: Air Content of PCC - Pressure Method (JTCP) CT 518: Unit Weight - PCC (JTCP) CT 521: Compressive Strength - PCC CT 523.2 Section B.3: Flexural Strength (Lab Test) CT 524: Flexural Strength of Rapid Strength - PCC CT 539: Sampling Fresh Concrete (JTCP) CT 540: Making Cylinders - PCC (JTCP) CT 543: Air Content of PCC - Volumetric Method (JTCP) CT 556: Slump - PCC (JTCP) CT 557: Temperature - PCC (JTCP)
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Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

ALEXANDREA STIGALL CERTIFICATIONS

Alexandrea Stigall
 ACI Concrete Field Testing Technician – Grade I
 Expires: March 17, 2023
 Corona, CA 92882-4071 United States



- Alexandrea Stigall CORONA CA Spray Applied Fire Proofing Special Inspector (expires 03/17/2025)
- Reinforced Concrete Special Inspector (expires 03/17/2025)
- Soils Special Inspector (expires 03/17/2025)
- Structural Masonry Special Inspector (expires 06/11/2023)
- Prestressed Concrete Special Inspector (expires 12/13/2023)
- Structural Steel and Bolting Special Inspector (expires 05/12/2024)

ME CHAT cfm ACCESS

Certificates for Alexandra Stigall

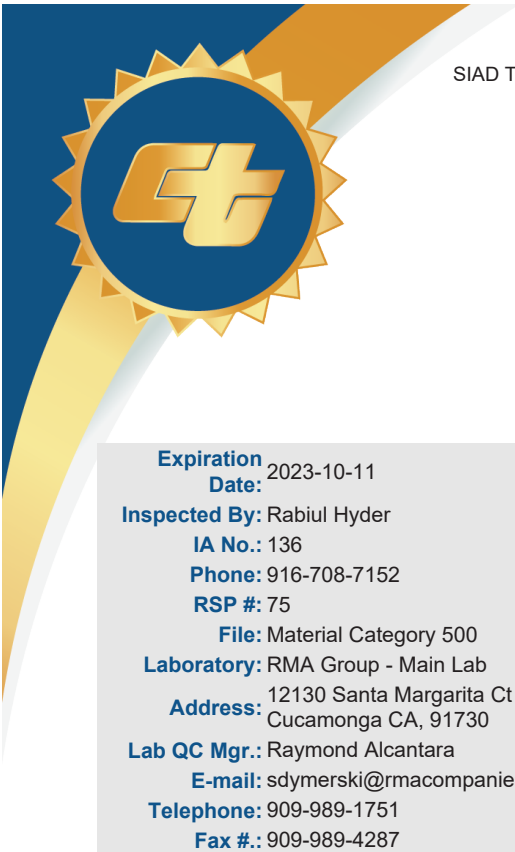
Basic Information	
First Name	Alexandrea
Last Name	Stigall
Status	Active

Associated Labs				
Total 7 items.				
Lab Name	Manager Name	Full Address	District	Page Alias
RMA Group - Main Lab	Slawek Dymerski	12130 Santa Margarita Ct., Rancho Cucamonga, CA 91730	8	Lab 1
RMA Group -at All American Asphalt Corona	Raymond Alcantara	1776 All American Way, Corona, CA 92879	8	Lab 2
RMA Group - PCC #7	Ray Alcantara	12130 Santa Margarita Ct., Rancho Cucamonga, CA 91730	8	Lab 3
RMA Group - PCC #1	Slawek Dymerski	12130 Santa Margarita Ct., Rancho Cucamonga, CA 91730	8	Lab 4
RMA Group - PCC#2	Slawek Dymerski	12130 Santa Margarita Ct., Rancho Cucamonga, CA 91730	8	Lab 5
RMA Group	Slawek Dymerski	10671 Jeffrey Rd, Irvine, CA 92602	12	Lab 6



Lab Name	Manager Name	Full Address	District	Page Alias	Associated Tests
RMA Group - Main Lab	Slawek Dymerski	12130 Santa Margarita Ct. Rancho Cucamonga	8	Lab 1	AASHTO T11: Sieve Analysis (Washing) - Fine Aggregates (JTCP) AASHTO T27: Sieve Analysis - Fine and Coarse Aggregates (JTCP) AASHTO R47: Reducing Samples of HMA (JTCP) AASHTO R76: Reducing Samples of Agg (JTCP) AASHTO T166: Bulk SpG of Compacted HMA - SSD (JTCP) AASHTO T176: Sand Equivalent (JTCP) AASHTO T209: Max SpG and Density - HMA (JTCP) AASHTO T255: Evaporable Moisture Content (JTCP) AASHTO T269: Percent Air Voids - HMA (JTCP) AASHTO T275: Bulk SpG - HMA (JTCP) AASHTO T308: AC Content (Ignition Oven) - HMA (JTCP) AASHTO T329: Moisture Content (Oven Method) - HMA (JTCP) AASHTO T335: Percentage of Fracture (JTCP)
RMA Group -at All American Asphalt Corona	Raymond Alcantara	1776 All American Way Corona	8	Lab 2	CT 105: Calculations - Gradings (JTCP) CT 125 AGG: Sampling - AGGREGATES (JTCP) CT 125 HMA: Sampling - HMA (JTCP)
RMA Group - PCC #7	Ray Alcantara	12130 Santa Margarita Ct. Rancho Cucamonga	8	Lab 3	CT 201: Sample Preparation - Soil and Aggregates (JTCP) CT 202: Sieve analysis - Fine and Coarse Aggregates (JTCP) CT 205: Percent Crushed Particles (JTCP) CT 216: Relative Compaction - Soils and Aggregates (JTCP) CT 217: Sand Equivalent (JTCP) CT 226: Moisture Content - Soils and Aggregates (JTCP) CT 227: Cleanness Value (JTCP) CT 229: Durability (JTCP)
RMA Group - PCC #1	Slawek Dymerski	12130 Santa Margarita Ct. Rancho Cucamonga	8	Lab 4	CT 306: Reducing Samples of Asphalt Mixtures (JTCP) CT 504: Air Content of PCC - Pressure Method (JTCP) CT 518: Unit Weight - PCC (JTCP) CT 539: Sampling Fresh Concrete (JTCP) CT 540: Making Cylinders - PCC (JTCP)
RMA Group - PCC#2	Slawek Dymerski	12130 Santa Margarita Ct. Rancho Cucamonga	8	Lab 5	CT 543: Air Content of PCC - Volumetric Method (JTCP) CT 556: Slump - PCC (JTCP)
RMA Group	Slawek Dymerski	10671 Jeffrey Rd, Irvine, CA 92602	12	Lab 6	CT 557: Temperature - PCC (JTCP)

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB



SIAD TL-0113: CALTRANS ACCREDITATION LABORATORY INSPECTION REPORT

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

CALTRANS ACCREDITATION LABORATORY INSPECTION REPORT

Expiration Date: 2023-10-11
Inspected By: Rabiul Hyder
IA No.: 136
Phone: 916-708-7152
RSP #: 75
File: Material Category 500
Laboratory: RMA Group - Main Lab
Address: 12130 Santa Margarita Ct Rancho Cucamonga CA, 91730
Lab QC Mgr.: Raymond Alcantara
E-mail: sdymerski@rmacompanies.com
Telephone: 909-989-1751
Fax #.: 909-989-4287

A certified Independent Assurance (IA) visited this laboratory on 2022-10-11

Only the equipment to be used on Caltrans Construction projects and/or local construction projects on the National Highway System was checked for qualification. At the time of Caltrans Accreditation, this laboratory had all necessary equipment to perform the test methods indicated below.

Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certification Form TL-0111 or AASHTO Proficiency Form TL-0115 prior to performing any sampling or testing.

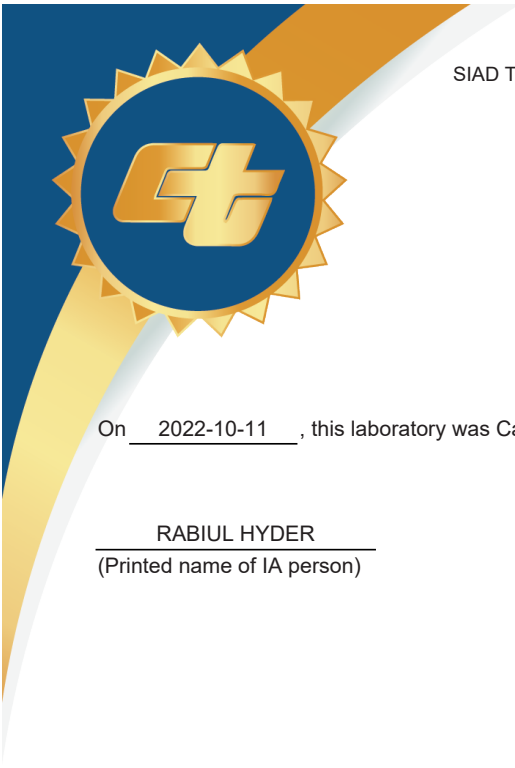
AASHTO T11	AASHTO T27	AASHTO R47	AASHTO R76	AASHTO T84
AASHTO T85	AASHTO T96	AASHTO T166	AASHTO T176	AASHTO T209
AASHTO T210	AASHTO T248	AASHTO T255	AASHTO T269	AASHTO T275
AASHTO T283	AASHTO T304	AASHTO T308	AASHTO T312	AASHTO T324
AASHTO T329	AASHTO T335	ASTM D4791	CT 105	CT 106
CT 125 ADMIX	CT 125 AGG	CT 125 BIT	CT 125 CEM	CT 125 GEN
CT 125 HMA	CT 201	CT 202	CT 204	CT 205
CT 206	CT 207	CT 208	CT 211	CT 212
CT 213	CT 214	CT 216	CT 217	CT 226
CT 227	CT 229	CT 231	CT 234	CT 235
CT 301	CT 304	CT 306	CT 308	CT 309
CT 366	CT 370	CT 371	CT 375	CT 382
CT 384	CT 389	CT 504	CT 518	CT 521
CT 523.1 Section B.1 & B.2	CT 523.2 Section B.3	CT 524	CT 531	CT 533
CT 539	CT 540	CT 543	CT 556	CT 557
CT 643				

A visual check was performed and documents provided as necessary for the following items:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Facility Safety Manual | <input checked="" type="checkbox"/> Copies of current applicable test procedures |
| <input checked="" type="checkbox"/> Laboratory Procedures Manual | <input checked="" type="checkbox"/> Calibration and service documentation |
| <input checked="" type="checkbox"/> Laboratory Quality Control Manual | <input checked="" type="checkbox"/> Calibration stickers affixed to test equipment |
| <input checked="" type="checkbox"/> Proper test equipment | (dated within the 12 months) |

Please verify lab accreditation by visiting SIAD website: <https://sia.dot.ca.gov/>
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Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB




SIAD TL-0113: CALTRANS ACCREDITATION LABORATORY INSPECTION REPORT

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

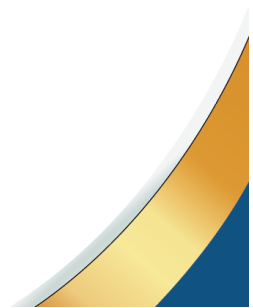
CALTRANS ACCREDITATION LABORATORY INSPECTION REPORT

On 2022-10-11, this laboratory was Caltrans Qualified by:

RABIUL HYDER
(Printed name of IA person)


(Signature of IA person)

Please verify lab accreditation by visiting SIAD website: <https://sia.dot.ca.gov/>
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SIAD TL-0113: CALTRANS ACCREDITATION LABORATORY INSPECTION REPORT

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

CALTRANS ACCREDITATION LABORATORY INSPECTION REPORT

Expiration Date: 2023-05-13
Inspected By: Robby Rodriguez
IA No.: 74
Phone: 916-240-3821
RSP #: 120
File: Material Category 500
Laboratory: RMA Group -at All American Asphalt
 Corona
Address: 1776 All American Way Corona CA,
 92879
Lab QC Mgr.: Steve Pitzer
E-mail: spitzer@rmacompanies.com
Telephone: 949-521-1048
Fax #.:

A certified Independent Assurance (IA) visited this laboratory on 2022-05-13

Only the equipment to be used on Caltrans Construction projects and/or local construction projects on the National Highway System was checked for qualification. At the time of Caltrans Accreditation, this laboratory had all necessary equipment to perform the test methods indicated below.

Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certification Form TL-0111 or AASHTO Proficiency Form TL-0115 prior to performing any sampling or testing.


AASHTO T11	AASHTO T27	AASHTO R47	AASHTO R76	AASHTO T176
AASHTO T255	AASHTO T308	AASHTO T329	CT 105	CT 106
CT 125 AGG	CT 125 BIT	CT 125 GEN	CT 125 HMA	CT 201
CT 202	CT 217	CT 226	CT 304	CT 306
CT 370	CT 382			

A visual check was performed and documents provided as necessary for the following items:

- Facility Safety Manual
- Laboratory Procedures Manual
- Laboratory Quality Control Manual
- Proper test equipment
- Copies of current applicable test procedures
- Calibration and service documentation
- Calibration stickers affixed to test equipment (dated within the 12 months)

On 2022-05-13, this laboratory was Caltrans Qualified by:

Robby Rodriguez
 (Printed name of IA person)


 (Signature of IA person)

Please verify lab accreditation by visiting SIAD website: <https://sia.dot.ca.gov/>
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Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB



SIAD TL-0113: CALTRANS ACCREDITATION LABORATORY INSPECTION REPORT

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

CALTRANS ACCREDITATION LABORATORY INSPECTION REPORT

Expiration Date: 2023-02-17
Inspected By: Brandt Houchen
IA No.: 117
Phone: 916-203-7992
RSP #: 123
File: Material Category 500
Laboratory: RMA Group
Address: 10671 Jeffrey Rd Irvine CA, 92602
Lab QC Mgr.: Slawek Dymerski
E-mail: sdymerski@rmacompanies.com
Telephone: 909-989-1751
Fax #.: 909-989-4287

A certified Independent Assurance (IA) visited this laboratory on 2022-02-17

Only the equipment to be used on Caltrans Construction projects and/or local construction projects on the National Highway System was checked for qualification. At the time of Caltrans Accreditation, this laboratory had all necessary equipment to perform the test methods indicated below.

Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certification Form TL-0111 or AASHTO Proficiency Form TL-0115 prior to performing any sampling or testing.

AASHTO T11	AASHTO T27	AASHTO R47	AASHTO R76	AASHTO T176
AASHTO T248	AASHTO T255	AASHTO T308	AASHTO T329	CT 105
CT 125 AGG	CT 125 BIT	CT 125 GEN	CT 125 HMA	CT 201
CT 202	CT 217	CT 226	CT 370	CT 382

A visual check was performed and documents provided as necessary for the following items:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Facility Safety Manual | <input checked="" type="checkbox"/> Copies of current applicable test procedures |
| <input checked="" type="checkbox"/> Laboratory Procedures Manual | <input checked="" type="checkbox"/> Calibration and service documentation |
| <input checked="" type="checkbox"/> Laboratory Quality Control Manual | <input checked="" type="checkbox"/> Calibration stickers affixed to test equipment |
| <input checked="" type="checkbox"/> Proper test equipment | (dated within the 12 months) |

On 2022-02-17, this laboratory was Caltrans Qualified by:

Brandt Houchen IA 117
 (Printed name of IA person)

Brandt Houchen
 (Signature of IA person)

Please verify lab accreditation by visiting SIAD website: <https://sia.dot.ca.gov/>
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Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB



CERTIFICATE OF ACCREDITATION



R M A Group

in

Rancho Cucamonga, California, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).



 Jim Tymon,
 AASHTO Executive Director



 Moe Jamshidi,
 AASHTO COMP Chair

This certificate was generated on 04/08/2022 at 12:17 AM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory



SCOPE OF AASHTO ACCREDITATION FOR:
R M A Group
in Rancho Cucamonga, California, USA

Quality Management System

Standard:		Accredited Since:
R18	Establishing and Implementing a Quality System for Construction Materials Testing Laboratories	03/01/2002
C1077 (Aggregate)	Laboratories Testing Concrete and Concrete Aggregates	04/22/2015
C1077 (Concrete)	Laboratories Testing Concrete and Concrete Aggregates	05/04/2012
C1093 (Masonry)	Accreditation of Testing Agencies for Unit Masonry	02/14/2014
D3666 (Aggregate)	Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials	01/10/2011
D3666 (Asphalt Mixture)	Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials	05/04/2012
D3740 (Soil)	Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction	11/14/2012
E329 (Aggregate)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	01/10/2011
E329 (Asphalt Mixture)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	05/04/2012
E329 (Concrete)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	05/04/2014
E329 (Masonry)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	08/16/2018
E329 (Soil)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	11/14/2012
E329 (Sprayed Fire-Resistive Material)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	09/27/2017

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

Asphalt Mixture

Standard:		Accredited Since:
R30	Mixture Conditioning of Hot Mix Asphalt (HMA)	12/18/2019
R35	Superpave Volumetric Design for Hot Mix Asphalt (HMA)	12/18/2019
R47	Reducing Samples of Hot-Mix Asphalt to Testing Size	12/18/2019
R68	Preparation of Asphalt Mixtures by Means of the Marshall Apparatus	03/01/2002
T30	Mechanical Analysis of Extracted Aggregate	03/01/2002
T184	Quantitative Extraction of Asphalt Binder from Hot Mix Asphalt (HMA)	03/01/2002
T166	Bulk Specific Gravity of Compacted Hot Mix Asphalt Using Saturated Surface-Dry Specimens	03/01/2002
T209	Maximum Specific Gravity of Hot Mix Asphalt Paving Mixtures	03/01/2002
T245	Resistance to Plastic Flow of Asphalt Mixtures Using Marshall Apparatus	03/01/2002
T246	Resistance to Deformation and Cohesion of Bituminous Mixtures by Means of Hveem Apparatus	10/02/2012
T247	Preparation of Test Specimens of Bituminous Mixtures by Means of California Kneading Compactor	03/01/2002
T289	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures	03/01/2002
T275	Bulk Specific Gravity of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens	03/01/2002
T283	Resistance of Compacted Mixtures to Moisture Induced Damage	03/01/2002
T308	Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method	03/01/2002
T312	Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyrotory Compactor	10/02/2012
T324	Hamburg Wheel-Track Testing of Compacted Hot-Mix Asphalt (HMA)	03/04/2015
T329	Moisture Content of Hot-Mix Asphalt (HMA) by Oven Method	10/02/2012
T355	Density of Bituminous Concrete In Place by Nuclear Methods	12/18/2019
D1188	Bulk Specific Gravity of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens	03/01/2002
D1560 (Stability)	Resistance to Deformation of Bituminous Mixtures by Means of Hveem Apparatus	03/01/2002
D1561	Preparation of Test Specimens of Bituminous Mixtures by Means of California Kneading Compactor	03/01/2002
D2041	Maximum Specific Gravity of Hot Mix Asphalt Paving Mixtures	03/01/2002

Asphalt Mixture (Continued)

Standard:		Accredited Since:
D2112	Quantitative Extraction of Asphalt Binder from Hot Mix Asphalt (HMA)	03/01/2002
D2126	Bulk Specific Gravity of Compacted Hot Mix Asphalt Using Saturated Surface-Dry Specimens	03/01/2002
D2000	Density of Bituminous Concrete In Place by Nuclear Methods	03/07/2017
D2009	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures	03/01/2002
D1807	Resistance of Compacted Mixtures to Moisture Induced Damage	03/01/2002
D2444	Mechanical Analysis of Extracted Aggregate	03/01/2002
D2501	Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method	03/01/2002
D2833	Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyrotory Compactor	10/02/2012
D2000	Preparation of Asphalt Mixtures by Means of the Marshall Apparatus	03/01/2002
D2007	Resistance to Plastic Flow of Asphalt Mixtures Using Marshall Apparatus	03/01/2002

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Soil

Standard:		Accredited Since:
R58	Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	11/07/2003
T88	Particle Size Analysis of Soils by Hydrometer	11/07/2003
T89	Determining the Liquid Limit of Soils (Atterberg Limits)	11/07/2003
T90	Plastic Limit of Soils (Atterberg Limits)	11/07/2003
T99	The Moisture-Density Relations of Soils Using a 5.5 lb [2.5 kg] Rammer and a 12 in. [305 mm] Drop	11/07/2003
T100	Specific Gravity of Soils	11/07/2003
T134	Moisture-Density Relations of Soil-Cement Mixtures	11/07/2003
T135	Wetting-and-Drying Test of Compacted Soil-Cement Mixtures	11/07/2003
T180	Moisture-Density Relations of Soils Using a 10 lb [4.54 kg] Rammer and an 18 in. [457 mm] Drop	11/07/2003
T190	Resistance R-Value and Expansion Pressure of Compacted Soils	11/07/2003
T191	Density of Soil In-Place by the Sand Cone Method	08/11/2015
T193	The California Bearing Ratio	08/11/2015
T208	Unconfined Compressive Strength of Cohesive Soil	12/18/2019
T216	One-Dimensional Consolidation Properties of Soils Using Incremental Loading	11/07/2003
T236	Direct Shear Test of Soils Under Consolidated Drained Conditions	08/20/2015
T285	Laboratory Determination of Moisture Content of Soils	11/07/2003
T288	Minimum Soil Resistivity	08/20/2015
T289	pH of Soils for Corrosion Testing	08/11/2015
T310	In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	11/07/2003
D421	Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	11/07/2003
D422	Particle Size Analysis of Soils by Hydrometer	11/07/2003
D558	Moisture-Density Relations of Soil-Cement Mixtures	11/07/2003
D559	Wetting-and-Drying Test of Compacted Soil-Cement Mixtures	11/07/2003

Soil (Continued)

Standard:		Accredited Since:
D898	The Moisture-Density Relations of Soils Using a 5.5 lb [2.5 kg] Rammer and a 12 in. [305 mm] Drop	11/07/2003
D854	Specific Gravity of Soils	12/18/2019
D1140	Amount of Material in Soils Finer than the No. 200 (75-µm) Sieve	11/07/2003
D1556	Density of Soil In-Place by the Sand Cone Method	08/20/2015
D1557	Moisture-Density Relations of Soils Using a 10 lb [4.54 kg] Rammer and an 18 in. [457 mm] Drop	11/07/2003
D1883	The California Bearing Ratio	08/20/2015
D2166	Unconfined Compressive Strength of Cohesive Soil	12/18/2019
D2216	Laboratory Determination of Moisture Content of Soils	11/07/2003
D2435	One-Dimensional Consolidation Properties of Soils Using Incremental Loading	11/07/2003
D2487	Classification of Soils for Engineering Purposes (Unified Soil Classification System)	11/07/2003
D2488	Description and Identification of Soils (Visual-Manual Procedure)	11/07/2003
D2844	Resistance R-Value and Expansion Pressure of Compacted Soils	11/07/2003
D3080 (5000 lb/ft-sq or Greater Normal Stress)	Direct Shear Test of Soils Under Consolidated Drained Conditions (with Exoeptions)	12/18/2019
D4318	Determining the Liquid Limit of Soils (Atterberg Limits)	11/07/2003
D4318	Plastic Limit of Soils (Atterberg Limits)	11/07/2003
D4546	One-Dimensional Swell or Settlement Potential of Cohesive Soils	08/11/2015
D4643	Determination of Water (Moisture) Content of Soil by Microwave Oven Heating	08/11/2015
D4829	Expansion Index of Soils	08/11/2015
D4972	pH Testing of Soils	08/20/2015
D8913	Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis	12/18/2019
D8938	In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	11/07/2003
G187	Soil Resistivity Using the Two-Electrode Soil Box	09/27/2017

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Aggregate

Standard:	Accredited Since:
R76 Reducing Samples of Aggregate to Testing Size	06/01/2002
R90 Sampling Aggregate	04/26/2016
T11 Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	06/01/2002
T19 Bulk Density ("Unit Weight") and Voids in Aggregate	04/26/2016
T21 Organic Impurities in Fine Aggregates for Concrete	06/01/2002
T27 Sieve Analysis of Fine and Coarse Aggregates	06/01/2002
T37 Sieve Analysis of Mineral Filler for Road and Paving Materials	06/01/2002
T84 Specific Gravity (Relative Density) and Absorption of Fine Aggregate	06/01/2002
T85 Specific Gravity and Absorption of Coarse Aggregate	06/01/2002
T96 Resistance to Abrasion of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	06/01/2002
T100 (Mineral Filler) Specific Gravity of Mineral Filler on Asphalt Mixture Designs	12/18/2019
T104 Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate	06/01/2002
T112 Clay Lumps and Friable Particles in Aggregate	04/26/2016
T113 Lightweight Pieces in Aggregate	04/26/2016
T176 Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test	06/01/2002
T210 Aggregate Durability Index	04/26/2016
T255 Total Moisture Content of Aggregate by Drying	06/01/2002
T304 Uncompacted Void Content of Fine Aggregate (Influenced by Shape, Texture, and Grading)	06/01/2002
T335 Determining the Percentage of Fractured Particles in Coarse Aggregate	03/04/2015
C29 Bulk Density ("Unit Weight") and Voids in Aggregate	06/11/2015
C40 Organic Impurities in Fine Aggregates for Concrete	06/01/2002
C88 Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate	06/01/2002
C117 Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	06/01/2002

Aggregate (Continued)

Standard:	Accredited Since:
C123 Lightweight Pieces in Aggregate	06/11/2015
C127 Specific Gravity and Absorption of Coarse Aggregate	06/01/2002
C128 Specific Gravity (Relative Density) and Absorption of Fine Aggregate	06/01/2002
C131 Resistance to Abrasion of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	06/01/2002
C136 Sieve Analysis of Fine and Coarse Aggregates	06/01/2002
C142 Clay Lumps and Friable Particles in Aggregate	06/11/2015
C535 Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	06/01/2002
C566 Total Moisture Content of Aggregate by Drying	06/01/2002
C702 Reducing Samples of Aggregate to Testing Size	06/01/2002
C1252 Uncompacted Void Content of Fine Aggregate (Influenced by Shape, Texture, and Grading)	06/01/2002
D75 Sampling Aggregate	06/11/2015
D546 Sieve Analysis of Mineral Filler for Road and Paving Materials	06/01/2002
D2419 Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test	06/01/2002
D3744 Aggregate Durability Index	06/11/2015
D4791 Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate	06/01/2002
D5821 Determining the Percentage of Fractured Particles in Coarse Aggregate	06/01/2002

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Sprayed Fire-Resistive Material

Standard:	Accredited Since:
E805 Thickness and Density of Sprayed Fire-Resistive Material(SFRM) Applied to Structural Members	08/11/2015

Iron and Steel

Standard:	Accredited Since:
M31-T244 Carbon-Steel Bars, Deformed and Plain: Tension (Elongation)	08/11/2015
M31-T244 Carbon-Steel Bars, Deformed and Plain: Tension (Ultimate Tensile Strength)	08/11/2015
M31-T244 Carbon-Steel Bars, Deformed and Plain: Tension (Yield Strength)	08/11/2015
M31-T285 Carbon-Steel Bars, Deformed and Plain: Bend Test	02/14/2014
M203-T244 Steel Strand, Uncoated Seven-Wire: Tension (Elongation)	09/27/2017
M203-T244 Steel Strand, Uncoated Seven-Wire: Tension (Ultimate Tensile Strength)	09/27/2017
M203-T244 Steel Strand, Uncoated Seven-Wire: Tension (Yield Strength)	09/27/2017
M270-T244 Structural Steel: Tension (Elongation)	09/27/2017
M270-T244 Structural Steel: Tension (Ultimate Tensile Strength)	09/27/2017
M270-T244 Structural Steel: Tension (Yield Strength)	09/27/2017
T244 Externally Threaded Fasteners (Bolts): Proof Load Determination	08/11/2015
T244 Externally Threaded Fasteners (Bolts): Ultimate Tensile Strength	08/11/2015
A970 Headed Steel Bars: Bend Test	08/11/2015
A709-A6 Structural Steel: Tension (Elongation)	09/27/2017
A709-A6 Structural Steel: Tension (Ultimate Tensile Strength)	09/27/2017
A709-A6 Structural Steel: Tension (Yield Strength)	09/27/2017
A563-E18 Internally Threaded Fasteners (Nuts): Rockwell Hardness	09/27/2017
A563-F806 Internally Threaded Fasteners (Nuts): Proof Load Determination	09/27/2017
A615-A370 Carbon-Steel Bars, Deformed and Plain: Tension (Elongation)	08/11/2015
A615-A370 Carbon-Steel Bars, Deformed and Plain: Tension (Ultimate Tensile Strength)	08/11/2015
A615-A370 Carbon-Steel Bars, Deformed and Plain: Tension (Yield Strength)	08/11/2015
A615-E290 Carbon-Steel Bars, Deformed and Plain: Bend Test	05/19/2009
A706-A370 Low Alloy Steel Bars, Deformed and Plain: Tension (Elongation)	08/11/2015

Iron and Steel (Continued)

Standard:	Accredited Since:
A706-A370 Low Alloy Steel Bars, Deformed and Plain: Tension (Ultimate Tensile Strength)	08/11/2015
A706-A370 Low Alloy Steel Bars, Deformed and Plain: Tension (Yield Strength)	08/11/2015
A706-E290 Low Alloy Steel Bars, Deformed and Plain: Bend Test	02/14/2014
A970-A370 Headed Steel Bars: Tension (Elongation)	09/27/2017
A970-A370 Headed Steel Bars: Tension (Ultimate Tensile Strength)	09/27/2017
A970-A370 Headed Steel Bars: Tension (Yield Strength)	09/27/2017
A416-A1061 Steel Strand, Uncoated Seven-Wire: Tension (Elongation)	09/27/2017
A416-A1061 Steel Strand, Uncoated Seven-Wire: Tension (Ultimate Tensile Strength)	09/27/2017
A416-A1061 Steel Strand, Uncoated Seven-Wire: Tension (Yield Strength)	09/27/2017
A615-A1034 Carbon-Steel Bars, Deformed and Plain: Testing Mechanical Splices	08/11/2015
A706-A1034 Low Alloy Steel Bars, Deformed and Plain: Testing Mechanical Splices	08/11/2015
F436-E18 Hardened Steel Washers: Rockwell Hardness	09/27/2017
F3125-E18 Externally Threaded Fasteners (Bolts): Rockwell Hardness	08/11/2015
F1554-A370 Anchor Bolts: Tension (Elongation)	09/27/2017
F1554-A370 Anchor Bolts: Tension (Ultimate Tensile Strength of bar stock)	09/27/2017
F1554-A370 Anchor Bolts: Tension (Yield Strength)	09/27/2017
F1554-F806 Anchor Bolts: Tension (Ultimate Tensile Strength of finished bolts)	09/27/2017
F3125-F806 Externally Threaded Fasteners (Bolts): Proof Load Determination	08/11/2015
F3125-F806 Externally Threaded Fasteners (Bolts): Ultimate Tensile Strength	08/11/2015
A615-CT670 Carbon-Steel Bars, Deformed and Plain: Testing Mechanical and Welded Splices	08/11/2015
A706-CT670 Low Alloy Steel Bars, Deformed and Plain: Testing Mechanical and Welded Splices	08/11/2015

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Concrete

Standard:		Accredited Since:
M201	Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes	02/14/2014
R39	Making and Curing Concrete Test Specimens in the Laboratory	05/13/2016
R60	Sampling Freshly Mixed Concrete	06/01/2002
T22	Compressive Strength of Cylindrical Concrete Specimens	06/01/2002
T23	Making and Curing Concrete Test Specimens in the Field	06/01/2002
T24	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete	05/13/2016
T97	Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	05/25/2011
T119	Slump of Hydraulic Cement Concrete	06/01/2002
T121	Density (Unit Weight), Yield, and Air Content of Concrete	06/01/2002
T148	Measuring Thickness of Concrete Elements Using Drilled Concrete Cores	05/13/2016
T152	Air Content of Freshly Mixed Concrete by the Pressure Method	06/01/2002
T160	Length Change of Hardened Hydraulic-Cement, Mortar, and Concrete	05/13/2016
T196	Air Content of Freshly Mixed Concrete by the Volumetric Method	06/01/2002
T197	Time of Setting of Concrete Mixtures by Penetration Resistance	05/13/2016
T198	Splitting Tensile Strength of Cylindrical Concrete Specimens	05/13/2016
T231 (7000 psi and below)	Capping Cylindrical Concrete Specimens	08/14/2013
T309	Temperature of Freshly Mixed Portland Cement Concrete	06/01/2002
C31	Making and Curing Concrete Test Specimens in the Field	06/01/2002
C39	Compressive Strength of Cylindrical Concrete Specimens	06/01/2002
C42	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete	05/13/2016
C78	Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	06/01/2002
C138	Density (Unit Weight), Yield, and Air Content of Concrete	06/01/2002
C143	Slump of Hydraulic Cement Concrete	06/01/2002

Concrete (Continued)

Standard:		Accredited Since:
C157	Length Change of Hardened Hydraulic-Cement, Mortar, and Concrete	04/26/2016
C172	Sampling Freshly Mixed Concrete	06/01/2002
C173	Air Content of Freshly Mixed Concrete by the Volumetric Method	06/01/2002
C174	Measuring Thickness of Concrete Elements Using Drilled Concrete Cores	04/26/2016
C192	Making and Curing Concrete Test Specimens in the Laboratory	04/26/2016
C231	Air Content of Freshly Mixed Concrete by the Pressure Method	06/01/2002
C403	Time of Setting of Concrete Mixtures by Penetration Resistance	04/26/2016
C495	Compressive Strength of Lightweight Insulating Concrete	05/13/2016
C496	Splitting Tensile Strength of Cylindrical Concrete Specimens	04/26/2016
C511	Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes	02/14/2014
C567	Determining Density of Structural Lightweight Concrete	04/26/2016
C617 (7000 psi and below)	Capping Cylindrical Concrete Specimens	05/25/2011
C1064	Temperature of Freshly Mixed Portland Cement Concrete	06/01/2002
C1140 (Obtaining and Testing Specimens)	Preparing and Testing Specimens from Shotcrete Test Panels	08/16/2018
C1231 (7000 psi and below)	Use of Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders	05/25/2011
C1542	Measuring Length of Concrete Cores	08/16/2018
C1604	Standard Test Method for Obtaining and Testing Drilled Cores of Shotcrete	05/13/2016

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

Cement - Physical Tests

Standard:	Accredited Since:
M201 Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes	05/13/2016
R71 Sampling and the Amount of Testing of Hydraulic Cement	05/13/2016
T129 Normal Consistency of Hydraulic Cement	05/13/2016
T131 Time of Setting of Hydraulic Cement by Vicat Needle	05/13/2016
T162 Mechanical Mixing of Hydraulic Cement Pastes and Mortars of Plastic Consistency	05/13/2016
C183 Sampling and the Amount of Testing of Hydraulic Cement	05/13/2016
C187 Normal Consistency of Hydraulic Cement	05/13/2016
C191 Time of Setting of Hydraulic Cement by Vicat Needle	05/13/2016
C305 Mechanical Mixing of Hydraulic Cement Pastes and Mortars of Plastic Consistency	05/13/2016
C511 Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes	05/13/2016

Masonry

Standard:	Accredited Since:
M201 Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes	05/13/2016
C140 (Concrete Masonry Units) Sampling and Testing Concrete Masonry Units and Related Units	02/14/2014
C426 Linear Drying Shrinkage of Concrete Masonry Units	04/26/2016
C511 Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes	05/13/2016
C780 (Annex 6) Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry - Compressive Strength	05/13/2016
C1019 Sampling and Testing Grout	05/13/2016
C1314 Compressive Strength of Masonry Prisms	05/13/2016
C1552 Capping Concrete Masonry Units, Related Units and Masonry Prisms for Compression Testing	02/14/2014

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB



Laboratory Qualifications

Laboratory Name:RMA Group

Address:12130 Santa Margarita Court

City:Rancho Cucamonga

Zip:91730

Phone:(909) 989-1751

Acceptance/Renewal Date: 04/25/2021

Expiration Date: 04/25/2025

Engineering Manager (EM): Slawek Dymerski

NDT Level III Administrator: Bill Huston

Email: sdymerski@rmacompanies.com

Laboratory Supervisor(s): Marta Landaverde

Field Supervisor(s): Edward Wielogorski

Structural Test Qualifications

- Soils
- Aggregates
- Reinforcing Steel
- Post Installed Anchors
- Concrete
- Shotcrete
- Structural Masonry
- Other: Roofing Pavers, A/C
- Structural Steel
- High Strength Bolts
- Non Destructive (NDT)

Special Inspection Qualifications

- Earthwork
- Reinforced Concrete
- Prestressed Concrete
- Post Installed Anchors
- Shotcrete
- Structural Masonry
- Structural Welding
- Other:
- High Strength Bolting
- Spray-Applied Fireproofing
- Batch Plant (Continuous)

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB



CERTIFICATE OF ACCREDITATION

This is to attest that

RMA GROUP, INC.
 12130 SANTA MARGARITA COURT
 RANCHO CUCAMONGA, CALIFORNIA 91730, U.S.A.

Testing Laboratory TL-622

has met the requirements of AC89, *IAS Accreditation Criteria for Testing Laboratories*, and has demonstrated compliance with ISO/IEC Standard 17025:2017, *General requirements for the competence of testing and calibration laboratories*. This organization is accredited to provide the services specified in the scope of accreditation.

Effective Date December 16, 2020



Reg Nathan

 President

Visit www.iasonline.org for current accreditation information.

SCOPE OF ACCREDITATION

International Accreditation Service, Inc.
 3060 Saturn Street, Suite 100, Brea, California 92821, U.S.A. | www.iasonline.org

RMA GROUP, INC.
www.rmacompanies.com

Contact Name Slawek Dymerski **Contact Phone** +1-909-989-1751
Accredited to ISO/IEC 17025:2017 *Effective Date December 16, 2020*

Mechanical	
ASTM A370	Standard Test Methods and Definitions for Mechanical Testing of Steel Products (except Sections 20 to 29)
ASTM A970	Standard Specification for Headed Steel Bars for Concrete Reinforcement (except cl. 6.4)
ASTM A1034	Standard Test Methods for Testing Mechanical Splices for Steel Reinforcing Bars
ASTM E18	Standard Test Methods for Rockwell Hardness of Metallic Materials
ASTM F606	Standard Test Methods for Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct Tension Indicators, and Rivets (except cl. 3.8, 4.3, 5.6, 7, 8 and 9)
California Test Method 670	Method of Tests for Mechanical and Welded Reinforcing Steel Splices

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB



USACE CERTIFICATE
OF
LABORATORY VALIDATION



R M A Group
12130 Santa Margarita Court
Rancho Cucamonga, CA, United States
Carl Bachler
(949) 521-1048

has demonstrated, by abbreviated audit of its AASHTO accreditation, or by inspection of required records, equipment, procedures, facilities, and/or final reports, its proficiency to perform testing of construction materials, as established by the quality standards of AASHTO R 18 guidance and the requirements of the applicable ASTM standards.

**THIS USACE CERTIFICATE OF LABORATORY VALIDATION IS ACCURATE AS OF ITS DATE AND TIME OF GENERATION:
06 OCT 2022 AT 18:45 HOURS**

ALL METHODS LISTED ON THIS CERTIFICATE OF VALIDATION WILL EXPIRE ON 04/09/2023

PLEASE CONFIRM THE CURRENT VALIDATION STATUS OF THIS LABORATORY USING THE SEARCH FEATURE ON OUR PUBLIC WEBSITE: <https://mtc.erdcdren.mil>

Chad A. Gartrell, PE, Director
USACE Materials Testing Center
Vicksburg, Mississippi, USA

AGGREGATE

- Aggregate - T 11 - AASHTO - No. 200 Wash Sieve for Mineral Aggregates
- Aggregate - T 27 - AASHTO - Sieve Analysis of Aggregates
- Aggregate - C 29 - Unit Weight and Voids in Aggregate
- Aggregate - C 40 - Organic Impurities
- Aggregate - D 75 - Sampling
- Aggregate - T 84 - AASHTO - Specific Gravity and Absorption of Fine Agg
- Aggregate - T 85 - AASHTO - Specific Gravity and Absorption of Course Agg
- Aggregate - C 88 - Sulfate Soundness
- Aggregate - CRD 100 - Sampling Concrete Aggregate and Aggregate Sources, Selection of Materials for Testing
- Aggregate - CRD 104 - Fineness Modulus
- Aggregate - C 117 - Material Finer than 75 µm (No. 200) Sieve
- Aggregate - CRD 120 - Flat and Elongated Particles in Fine Aggregate
- Aggregate - C 123 - Lightweight Particles
- Aggregate - C 127 - Specific Gravity & Absorption in Coarse Aggregate
- Aggregate - C 128 - Specific Gravity & Absorption in Fine Aggregate
- Aggregate - C 131 - Los Angeles Abrasion Resistance on Small-Size Coarse Aggregate
- Aggregate - C 136 - Sieve Analysis of Aggregates
- Aggregate - C 142 - Clay Lumps
- Aggregate - CRD 171 - Percentage of Crushed Particles in Aggregate
- Aggregate - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
- Aggregate - C 535 - Los Angeles Abrasion Resistance on Large Size Coarse Aggregate
- Aggregate - C 566 - Total Moisture Content
- Aggregate - C 702 - Reducing Samples to Testing Size
- Aggregate - C 1077 - Concrete and Concrete Aggregate Testing Standards (Quality Standards)
- Aggregate - C 1252 - Uncompacted Void Content of Fine Aggregate (as influenced by particle shape, surface texture, and grading)
- Aggregate - D 2419 - Sand Equivalent Value
- Aggregate - D 3666 - Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
- Aggregate - D 3744 - Aggregate Durability Index
- Aggregate - D 4791 - Flat and Elongated Particles in Course Aggregate
- Aggregate - D 5821 - Percentage of Fractured Particles in Coarse Aggregate

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

BITUMINOUS

- Bituminous - T 30 - AASHTO - Sieve Analysis of Extracted Aggregates
- Bituminous - R 47 - AASHTO R47 - Reducing Samples of HMA to Test Size
- Bituminous - R 68 - AASHTO R68 - Preparation of Asphalt Mixes by Marshall Apparatus
- Bituminous - T 166 - AASHTO - Bulk SG Using SSD (Cores)
- Bituminous - T 209 - AASHTO - Theoretical Max SG of Asphalt
- Bituminous - T 245 - AASHTO - Marshall Stability and Flow
- Bituminous - T 269 - AASHTO - Percent Air Voids
- Bituminous - T 275 - AASHTO - Bulk SG of Asphalt Using Paraffin-Coated Cores
- Bituminous - T 308 - AASHTO - Asphalt Content by Ignition Method
- Bituminous - T 312 - AASHTO - Density of Asphalt by Superpave Gyrotory Compactor
- Bituminous - T 324 - AASHTO - Hamburg Wheel-Track Test of Asphalt
- Bituminous - T 329 - AASHTO - Moisture Content of Asphalt by Oven Method
- Bituminous - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
- Bituminous - D 546 - Sieve Analysis of Mineral Filler
- Bituminous - CRD 650 - Density and Percent Voids
- Bituminous - D 1188 - Bulk Specific Gravity & Density Using Coated Samples
- Bituminous - D 1560 - Resistance to Deformation & Cohesion by Hveem
- Bituminous - D 1561 - Preparation by CA Kneading Compactor
- Bituminous - D 2041 - Theoretical Maximum Specific Gravity & Density (Rice)
- Bituminous - D 2172 - Quantitative Extraction
- Bituminous - D 2726 - Bulk Specific Gravity and Density
- Bituminous - D 2950 - Density of Bituminous Concrete in Place by Nuclear Methods
- Bituminous - D 3203 - Percent Air Voids
- Bituminous - D 3666 - Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
- Bituminous - D 4867 - Effect of Moisture
- Bituminous - D 5444 - Mechanical Size Analysis of Extracted Aggregate
- Bituminous - D 6307 - Asphalt Content of Hot-Mix Asphalt by Ignition Method
- Bituminous - D 6925 - Relative Density of Asphalts by Superpave Gyrotory Compactor
- Bituminous - D 6926 - Preparation of Bituminous Specimens using Marshall
- Bituminous - D 6927 - Marshall Stability and Flow of Bituminous Mixtures

CONCRETE

- Concrete - C 31 - Making and Curing Test Specimens in the Field
- Concrete - C 39 - Compressive Strength of Cylindrical Specimens
- Concrete - C 42 - Drilled Cores and Sawed Beams
- Concrete - C 78 - Flexural Strength by Third Point Loading
- Concrete - C 138 - Unit Weight and Air Content by Gravimetric
- Concrete - C 143 - Slump
- Concrete - C 157 - Length Change of Concrete and Mortars
- Concrete - C 172 - Sampling
- Concrete - C 173 - Air Content by Volumetric ***required if C231 not performed***
- Concrete - C 174 - Concrete Thickness by Drilled Cores
- Concrete - C 191 - Time of Setting of Hydraulic Cement by Vicat Needle
- Concrete - C 192 - Making and Curing Test Specimens in Laboratory
- Concrete - C 231 - Air Content by Pressure ***required if C173 not performed***
- Concrete - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
- Concrete - C 403 - Time of Setting by Penetration Resistance
- Concrete - C 470 - Molds for Forming Concrete Test Cylinders Vertically
- Concrete - C 495 - Compressive Strength of Lightweight Insulating Concrete
- Concrete - C 496 - Splitting Tensile Strength
- Concrete - C 511 - Moist Cabinets, Moist Rooms, Water Storage Tanks
- Concrete - C 567 - Unit Mass of Structural Lightweight Concrete
- Concrete - C 617 - Capping Cylindrical Specimens
- Concrete - C 1064 - Temperature of Concrete
- Concrete - C 1077 - Concrete and Concrete Aggregate Testing Standards (Quality Standards)
- Concrete - C 1140 - Preparing and Testing Specimens from Shotcrete Test Panels
- Concrete - C 1231 - Unbonded Caps
- Concrete - C 1542 - Measuring Length of Concrete Cores
- Concrete - C 1604 - Obtaining and Testing Drilled Cores of Shotcrete

MASONRY

- Masonry - C 140 - Sampling and Testing Concrete Masonry and Related Units
- Masonry - C 426 - Linear Drying Shrinkage of Concrete Masonry Units
- Masonry - C 511 - Mixing Rooms, Moist Cabinets, Cure Tanks
- Masonry - C 780 - Evaluation of Mortars for Plain and Reinforced Unit Masonry
- Masonry - C 1019 - Sampling and Testing Grout
- Masonry - C 1314 - Compressive Strength of Masonry Prisms
- Masonry - C 1552 - Capping Concrete Masonry Units and Related for Compression Testing

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METAL

- Metal - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection of Steel
- Metal - A 370 - Standard Test Methods and Definitions for Mechanical Testing of Steel Products
- Metal - A 416 - Low-Relaxation, Seven-Wire Steel Strand for Prestressed Concrete
- Metal - A 615 - Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
- Metal - A 706 - Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement
- Metal - A 709 - Structural Steel for Bridges
- Metal - A 970 - Headed Steel Bars for Concrete Reinforcement
- Metal - F 3125 - Externally Threaded Fasteners (Bolts): Rotational Capacity

SOILS

- Soils - G 187 - Measurement of Soil Resistivity Using the Two-Electrode Soil Box Method
- Soils - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
- Soils - D 421 - Dry Preparation for Particle Size Distribution & Soil Constants
- Soils - D 422 - Particle Size Analysis (Sieve and Hydrometer)
- Soils - D 558 - Moisture-Density of Soil-Cement
- Soils - D 559 - Wetting & Drying Soil-Cement
- Soils - CRD-C 654 - Determining the California Bearing Ratio of Soils
- Soils - D 698 - Compaction Characteristics by Standard Effort
- Soils - D 854 - Specific Gravity of Soils
- Soils - D 1140 - Material Finer than 75 μ m (No. 200) Sieve
- Soils - D 1556 - Density & Unit Weight by Sand Cone
- Soils - D 1557 - Compaction Characteristics by Modified Effort
- Soils - D 1883 - CA Bearing Ratio (CBR)
- Soils - D 2166 - Unconfined Compressive Strength
- Soils - D 2216 - Water Content
- Soils - D 2435 - One-Dimensional Consolidation Properties
- Soils - D 2487 - Classification of Soils
- Soils - D 2488 - Description & Identification of Soils (Visual-Manual Procedure)
- Soils - D 2844 - Resistance R-Value and Expansion Pressure of Compacted Soils
- Soils - D 3080 - Direct Shear Test in Consolidated Drained Conditions
- Soils - D 3740 - Soil and Rock Testing Standards (Quality Standard)
- Soils - D 4318 - Liquid & Plastic Limits & Plasticity Index
- Soils - D 4546 - One-Dimensional Swell or Settlement Potential
- Soils - D 4643 - Determination of Water Content of Soil by Microwave Oven
- Soils - D 4829 - Expansion Index of Soils
- Soils - D 6913 - Particle-Size Distribution of Soils Using Sieve Analysis
- Soils - D 6938 - Density and Water Content by Shallow Depth Nuclear Method

SPRAYED FIRE RESISTIVE

- Sprayed Fire Resistive - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
- Sprayed Fire Resistive - E 605 - Thickness and Density of Sprayed Fire Resistive Material (SFRM) Applied to Structural Members

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CORPORATE

12130 Santa Margarita Court | Rancho Cucamonga, CA 91730
909.989.1751 | 909.989.4287

ADDITIONAL OFFICE LOCATIONS

1210 East 223rd Street, Suite 319 | Carson, CA 90745
310.684.4854 | 310.861.1117

5102 Port Chicago Highway, Suite B | Concord, CA 94520
925.243.6662 | 408.362.4926

3150 Fitzgerald Road | Rancho Cordova, CA 95742
916.631.7194 | 916.631.7256

6976 Convoy Court | San Diego, CA 92111
858.609.7168 | 858.598.6102

9620 NE Tanasbourne Drive, Suite 300-79 | Hillsboro, OR 97124

QUALITY MANAGEMENT
GEOTECHNICAL ENGINEERING
MATERIALS TESTING
PAVEMENT ENGINEERING
SPECIAL INSPECTION
STORM WATER MANAGEMENT

AVIATION
CIVIC
HEALTHCARE
HIGHER EDUCATION
HOTELS AND CASINOS
K-12 SCHOOLS
LAND DEVELOPMENT
PORTS
POWER AND ENERGY
SPORTS AND RECREATION
TRANSIT AND RAIL
TRANSPORTATION
WATER INFRASTRUCTURE

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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 \$93,800.00.
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 thirty (30) days of receipt of the invoice for same.



RMA Group
12130 Santa Margarita Court
Rancho Cucamonga, CA 91730

October 24, 2022
Proposal: 22-1621-P

CITY OF MORENO VALLEY

PROFESSIONAL GEOTECHNICAL AND MATERIAL TESTING SERVICES

COST PROPOSAL

JUAN BAUTISTA DE ANZA MULTI-USE IMPROVEMENT TRAIL - PHASE 4

PROJECT NUMBER: 801 0086
ATPSB1L - 5441(076)

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB



October 24, 2022
RMA No. 22-1621-P

City of Moreno Valley
Capital Projects Division
14177 Frederick Street,
Moreno Valley, CA 92553

RE: RFP | JUAN BAUTISTA DE ANZA MULTI-USE IMPROVEMENT TRAIL - PHASE 4

Dear Reviewing Panel:

RMA Group is pleased to submit herein our proposed **not-to-exceed fee schedule** to perform professional geotechnical and material testing services for the Juan Bautista De Anza Multi-Use Improvement Trail - Phase 4 project. Our proposal was submitted separately in response to your request for proposals. Our rate schedule is included on the following pages which represents our proposed personnel rates for our staff that would be assigned to this contract, as well as unit costs for laboratory materials testing. Our general conditions for minimum call out charges, overtime charges, and reimbursable expenses are described in the final page of the attached schedule of fees. The rate schedule is aligned with titles in the resource allocation matrix in the Technical Proposal.

The hourly rate schedule provided is a part of RMA Group's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of the RFP.

As the Vice President of the firm, I am duly authorized to bind RMA Group to all statements and representations made herein and represent the authenticity of the information as presented.

Sincerely,

Slawek Dymerski, PE, GE
Vice President

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB



ESTIMATE WORKSHEET

Item	Quantity	Unit	Unit Price	Total
Project Manager - Office	40	HR	\$155.00	\$6,200.00
Public Works Technician - Asphalt	40	HR	\$105.00	\$4,200.00
Soils Engineering Technician	400	HR	\$105.00	\$42,000.00
Public Works Technician - Concrete	200	HR	\$105.00	\$21,000.00
Administrative	40	HR	\$60.00	\$2,400.00
Laboratory Testing Allowance	1	LS	-	\$18,000.00
Subtotal:				\$93,800.00

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Personnel Charges - Professional Staff

Product Name	Units	Rate (\$)
Staff Geologist - Office	HR	\$145.00
Staff Geologist - Field	HR	\$145.00
Staff Engineer - Office	HR	\$145.00
Staff Engineer - Field	HR	\$145.00
Qualified SWPPP Practitioner QSP	HR	\$150.00
Qualified SWPPP Developer QSD	HR	\$160.00
Project Manager - Office	HR	\$165.00
Project Manager - Job Conference	HR	\$165.00
Project Manager - Field	HR	\$165.00
Project Geologist - Office	HR	\$180.00
Project Geologist - Job Conference	HR	\$180.00
Project Geologist - Field	HR	\$180.00
Project Geologist - Consultation	HR	\$180.00
Project Engineer - Office	HR	\$190.00
Project Engineer - Laboratory	HR	\$190.00
Project Engineer - Job Conference	HR	\$190.00
Project Engineer - Field	HR	\$190.00
Project Engineer - Consultation	HR	\$190.00
Principal Geologist - Office	HR	\$200.00
Principal Geologist - Job Conference	HR	\$200.00
Principal Geologist - Field	HR	\$200.00
Principal Geologist - Expert Witness	HR	\$450.00
Principal Geologist - Court Appearance	HR	\$550.00
Principal Geologist - Consultation	HR	\$200.00
Principal Engineer - Office	HR	\$220.00
Principal Engineer - Job Conference	HR	\$220.00
Principal Engineer - Field	HR	\$220.00
Principal Engineer - Expert Witness	HR	\$500.00
Principal Engineer - Court Appearance	HR	\$600.00
Principal Engineer - Consultation	HR	\$220.00
Drafting	HR	\$110.00
Administrative	HR	\$70.00

Personnel Charges - Field Staff

Product Name	Units	Rate (\$)
Supervising Special Inspector	HR	\$135.00
Supervising Soil Technician	HR	\$135.00
Supervising Public Works Inspector	HR	\$135.00
Special Inspector Wood Construction	HR	\$130.00
Special Inspector Structural Steel	HR	\$115.00
Special Inspector Shotcrete	HR	\$115.00
Special Inspector Roofing/Waterproofing	HR	\$115.00
Special Inspector Reinforced Concrete	HR	\$115.00
Special Inspector Prestressed Concrete	HR	\$115.00
Special Inspector Post Tensioned Concrete	HR	\$115.00
Special Inspector Post Installed Anchors	HR	\$115.00
Special Inspector Masonry (DSA)	HR	\$115.00
Special Inspector Masonry	HR	\$115.00
Special Inspector High Strength Bolting	HR	\$115.00
Special Inspector Fire Stopping	HR	\$120.00
Special Inspector Fire Proofing	HR	\$115.00
Special Inspector Fiber Wrap	HR	\$115.00

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Special Inspector Concrete Batch Plant	HR	\$115.00
Special Inspector Coatings	HR	\$120.00
Special Inspector (ICC)	HR	\$115.00
Soils Technician Rough Grading	HR	\$115.00
Soils Technician Retesting	HR	\$115.00
Soils Technician Compaction Testing	HR	\$115.00
Soils Engineering Technician	HR	\$115.00
Radiographic Testing Crew	HR	\$450.00
Quality Control Manager	HR	\$155.00
Pull Torque Testing Technician	HR	\$115.00
Public Works Technician - Concrete	HR	\$115.00
Public Works Technician - Asphalt	HR	\$115.00
Public Works Technician	HR	\$115.00
Public Works Inspector - Concrete Plant	HR	\$115.00
Public Works Inspector - Concrete Paving	HR	\$115.00
Public Works Inspector - Asphalt Plant	HR	\$115.00
Public Works Inspector - Asphalt Paving	HR	\$115.00
Public Works Inspector	HR	\$120.00
Project Inspector (IOR)	HR	\$130.00
Pick-up and Delivery of Test Specimens	HR	\$5.00
Non Destructive Testing ASNT Level III	HR	\$200.00
Non Destructive Testing ASNT Level II	HR	\$120.00
Mechanical Electrical Inspector	HR	\$130.00
Laboratory Technician - Field Lab	HR	\$100.00
ID Reinforcing or Structural Steel	HR	\$115.00
Horizontal Wall Coring	HR	\$115.00
Concrete Coring	HR	\$120.00
Building Inspector	HR	\$130.00
AWS Certified Welding Inspector- Shop	HR	\$115.00
AWS Certified Welding Inspector- Field	HR	\$115.00
Assistant Wall Coring	HR	\$120.00
Asphalt Coring	HR	\$120.00
ACI Concrete Technician	HR	\$115.00

Laboratory Tests - Steel

Product Name	Units	Rate (\$)
Steel Chemical Analysis	EA	\$205.00
AWS Weld: Macroetch	EA	\$110.00
AWS Weld: Fracture	EA	\$75.00
AWS Bend Test	EA	\$75.00
ASTM F606 Nut: Proof Load up to 7/8"	EA	\$65.00
ASTM F606 Nut: Proof Load up to 1 1/2"	EA	\$100.00
ASTM F606 Bolt Wedge Tensile to 7/8"	EA	\$90.00
ASTM F606 Bolt Wedge Tens 7/8" to 1 1/2"	EA	\$110.00
ASTM F606 Bolt Axial Tensile to 7/8"	EA	\$60.00
ASTM F606 Bolt: Proof Load up to 7/8"	EA	\$100.00
ASTM F606 Bolt: Proof Load up to 1 1/2"	EA	\$125.00
ASTM F606 Bolt: Axial 7/8" - 1 1/2"	EA	\$95.00
ASTM E605 Spray Applied Fireproofing Den	EA	\$135.00
ASTM A416 Tensile Test Only	EA	\$175.00
ASTM A416 Stress-Strain Analysis	EA	\$240.00

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ASTM A370 Tensile Up to 400K lbs (Each)	EA	\$160.00
ASTM A370 Tensile Up to 300K lbs (Each)	EA	\$100.00
ASTM A370 Tensile Up to 200K lbs (Each)	EA	\$90.00
ASTM A370 Tensile Up to 100K lbs (Each)	EA	\$75.00
ASTM A370 Tensile Stress-Strain Percent	EA	\$205.00
ASTM A370 Tensile 400K - 500K lbs (Each)	EA	\$365.00
ASTM A370 Rockwell Hardness (Each)	EA	\$110.00
ASTM A370 Rebar Tension up to #8	EA	\$60.00
ASTM A370 Rebar Tension #9 to #11	EA	\$75.00
ASTM A370 Rebar Tension #18	EA	\$170.00
ASTM A370 Rebar Tension #14	EA	\$115.00
ASTM A370 Headed Bar Prod. Lot up to #8	LOT	\$275.00
ASTM A370 Headed Bar Prod. Lot #9 to #11	LOT	\$335.00
ASTM A370 Headed Bar Prod. Lot #18	LOT	\$670.00
ASTM A370 Headed Bar Prod. Lot #14	LOT	\$515.00
ASTM A370 Bend Test Rebar up to #8	EA	\$50.00
ASTM A370 Bend Test Rebar #9 to #11	EA	\$60.00
ASTM A370 Bend Test Rebar # 18	EA	\$170.00
ASTM A370 Bend Test Rebar #14	EA	\$115.00

Laboratory Tests – Soil

Product Name	Units	Rate (\$)
ASTM D854 Specific Gravity of Soils	EA	\$265.00
ASTM D698 Maximum Density Std Effort	EA	\$290.00
ASTM D559 Soil Cement Sample Preparation	EA	\$140.00
ASTM D558 Soil-Cement Maximum Density	EA	\$375.00
ASTM D5333 Hydro Collapse Potential	EA	\$240.00
ASTM D4972 pH of Soils	EA	\$115.00
ASTM D4943 Shrinkage Factor by Resin	EA	\$260.00
ASTM D4829 Expansion Index of Soils	EA	\$240.00
ASTM D4546 Swell Potential	EA	\$240.00
ASTM D4318 Plasticity Index of Soils	EA	\$335.00
ASTM D422 Sieve Analysis of Soil	EA	\$240.00
ASTM D422 Hydrometer Analysis	EA	\$335.00
ASTM D3080 Direct Shear, Consol&Drained	EA	\$375.00
ASTM D2974 Moisture, Ash, Organic Matter	EA	\$110.00
ASTM D2937 In-Place Density, Drive Cyl	EA	\$65.00
ASTM D2844 R-Value & Expansive Pressures	EA	\$440.00
ASTM D2435 Consolidation with Time Rate	EA	\$335.00
ASTM D2435 Consolidation	EA	\$275.00
ASTM D2434 Const Head Permeability Test	EA	\$470.00
ASTM D2419 Sand Equivalent	EA	\$170.00
ASTM D2216 Soil Moisture Content by Mass	EA	\$45.00
ASTM D2166 Unconfined Comp Strength	EA	\$335.00

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ASTM D2050 Tri-Axial Shear Strength	EA	\$470.00
ASTM D1883 California Bearing Ratio	EA	\$605.00
ASTM D1633 Compression Test Soil Cement	EA	\$110.00
ASTM D1557 Max Density Optimum Moisture	EA	\$290.00
ASTM D1140 Materials Finer than #200	EA	\$140.00
AASHTO T100 Specific Gravity of Soils	EA	\$275.00

Laboratory Tests - Masonry

Product Name	Units	Rate (\$)
ASTM E519 Assemblage Comp Str 8" Block	EA	\$125.00
ASTM E519 Assemblage Comp Str 16" Block	EA	\$175.00
ASTM E519 Assemblage Comp Str 12" Block	EA	\$140.00
ASTM C90 Masonry Block Conformance	SET	\$740.00
ASTM C780 Mortar Cylinder Compression	EA	\$40.00
ASTM C67 Brick Moisture & Absorption	SET	\$110.00
ASTM C67 Brick Modulus of Rupture	EA	\$135.00
ASTM C67 Brick Compressive Strength	SET	\$125.00
ASTM C67 Brick 5 Hour Boil	EA	\$135.00
ASTM C426 Block Linear Shrinkage	SET	\$375.00
ASTM C140 Block Unit Wt & Dimensions	SET	\$265.00
ASTM C140 Block Moisture & Absorption	SET	\$110.00
ASTM C140 Block Compressive Strength	SET	\$100.00
ASTM C1314 Masonry Core Shear Str 8" Max	EA	\$110.00
ASTM C1314 Masonry Core Comp Str 8" Max	EA	\$100.00
ASTM C109 Compressive Strength 2" Cube	EA	\$50.00
ASTM C1019 Grout Prism Compression	EA	\$50.00

Laboratory Tests - Environmental

Product Name	Units	Rate (\$)
OSHA ID-191 Asbestos	EA	Quote
EPA 9040 pH of Soil	EA	Quote
EPA 8310 Polynuclear Aromatic Hydrocarbons	EA	Quote
EPA 8270 Semi-Volatile Organic Compounds	EA	Quote
EPA 8151 Chlorinated Herbicides	EA	Quote
EPA 8141 Organo-Phosphorous Pesticides	EA	Quote
EPA 8082 PCB's	EA	Quote
EPA 8081 Organo-Chlorine Pesticides	EA	Quote
EPA 8021 or 8260 Volatile Organic Compounds	EA	Quote
EPA 8015 Total Petroleum Hydrocarbons	EA	Quote
EPA 6010 & 7471 TTLC Lead	EA	Quote
EPA 6010 & 7471 TTLC 17 Metals	EA	Quote

Laboratory Tests – Concrete

Product Name	Units	Rate (\$)
T 336 Coefficient of Thermal Expansion	EA	\$670.00
ASTM C78 Flexural Strength, Beam	EA	\$125.00
ASTM C649 Concrete Modulus of Elasticity	EA	\$205.00

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ASTM C496 Splitting Tensile Test	EA	\$125.00
ASTM C495 Lightweight Concrete Strength	EA	\$65.00
ASTM C495 Density - Lightweight Concrete	EA	\$240.00
ASTM C42 Compressive Strength, Core	EA	\$100.00
ASTM C39 Cyl Tested out of Sequence	EA	\$50.00
ASTM C39 Concrete Cyl Cured or Tested	EA	\$40.00
ASTM C157 Concrete Shrinkage (Set of 3)	SET	\$600.00
ASTM C138 Unit Weight of Concrete	EA	\$90.00
ASTM C1140 Shotcrete Panel Test	SET	\$335.00

Laboratory Tests - Caltrans

Product Name	Units	Rate (\$)
CT670 Tensile Strength up to #8	EA	\$75.00
CT670 Tensile Strength #8 - #11	EA	\$110.00
CT670 Tensile Strength #18	EA	\$205.00
CT670 Tensile Strength #14	EA	\$140.00
CT670 Production Lot up to #8 (Ultimate)	LOT	\$405.00
CT670 Production Lot up to #8 (Service)	LOT	\$335.00
CT670 Production Lot #9 to #11(Ultimate)	LOT	\$470.00
CT670 Production Lot #9 to #11 (Service)	LOT	\$405.00
CT670 Production Lot #18 (Ultimate)	LOT	\$1,005.00
CT670 Production Lot #18 (Service)	LOT	\$725.00
CT670 Production Lot #14 (Ultimate)	LOT	\$740.00
CT670 Production Lot #14 (Service)	LOT	\$535.00
CT670 Operator Qualification up to #8	LOT	\$470.00
CT670 Operator Qualification up to #8	EA	\$470.00
CT670 Operator Qualification #9 - #11	LOT	\$535.00
CT670 Operator Qualification #9 - #11	EA	\$535.00
CT670 Operator Qualification #18	LOT	\$1,135.00
CT670 Operator Qualification #18	EA	\$1,135.00
CT670 Operator Qualification #14	LOT	\$800.00
CT670 Operator Qualification #14	EA	\$800.00
CT643 Resistivity and pH	EA	\$135.00
CT550 Surface Abrasion of Concrete	EA	\$535.00
CT534 Water Retention, Liq Curing Cmpnd	EA	\$570.00
CT531 Length of Drilled Concrete Cores	EA	\$65.00
CT524 RSC Flexural Strength, Beam	EA	\$125.00
CT523 Concrete Flexural Strength, Beam	EA	\$125.00
CT521 Concrete Cyl Compressive Strength	EA	\$40.00
CT521 Compressive Strength LCB	EA	\$40.00
CT 52-1-08C Slip Test	EA	\$205.00
CT515 Relative Mortar Strength, PCC Sand	EA	\$800.00
CT422 Chloride Content	EA	\$115.00
CT417 Soluble Sulfates	EA	\$135.00

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CT382 Ignition Oven Correction Factor	EA	\$405.00
CT382 Asphalt Content by Ignition	EA	\$255.00
CT379 Asphalt Content Nuclear Guage	EA	\$275.00
CT371 Tensile Strength Ratio	EA	\$1,470.00
CT370 Moisture Content by Microwave	EA	\$110.00
CT366 Stabilometer Value	EA	\$365.00
CT309 Maximum Theoretical Density	EA	\$275.00
CT308(C) Core Density SSD	EA	\$65.00
CT308(C)/366 Stability and Density	EA	\$440.00
CT308(A) Core Density Paraffin Coated	EA	\$75.00
CT308(A)/366 Stability and Density	EA	\$440.00
CT305 Swell of Bituminous Mixtures	EA	\$470.00
CT304/308(A) LTMD Kneading Compactor	EA	\$440.00
CT303 Approximate Bitumen Ratio	EA	\$335.00
CT302 Film Stripping	EA	\$335.00
CT301 Resistance R-Value Stabilometer	EA	\$390.00
CT235 Flat and Elongated Particles	EA	\$390.00
CT234 Angularity & Voids, Fine Agg	EA	\$265.00
CT229 Durability Index	EA	\$405.00
CT 227 Cleaness Value	EA	\$390.00
CT226 Moisture Content by Oven Drying	EA	\$45.00
CT217 Sand Equivalent	EA	\$170.00
CT 216 CA Impact Max Density	EA	\$265.00
CT216 CA Impact, Rock Correction	EA	\$65.00
CT214 Soundness by Sodium Sulfate	EA	\$510.00
CT213 Organic Impurities in Sand	EA	\$135.00
CT211 Abrasion, Los Angeles Rattler	EA	\$335.00
CT209 Specific Gravity of Soil	EA	\$275.00
CT208 Apparent Specific Gravity of Fines	EA	\$275.00
CT207 Specific Gravity, Fine Aggregate	EA	\$225.00
CT206 Specific Gravity, Coarse Aggregate	EA	\$185.00
CT205 Percentage Crushed Particles	EA	\$205.00
CT204 Plasticity Index, Atterberg	EA	\$305.00
CT202 Sieve Analysis, Fine Agg	EA	\$190.00
CT202 Sieve Analysis, Combined Agg	EA	\$245.00
CT202 Sieve Analysis, Coarse Agg	EA	\$185.00

Laboratory Tests – Asphalt

Product Name	Units	Rate (\$)
ASTM D6927 Marshal Stability and Flow	EA	\$440.00
ASTM D6926 Lab Max Density Marshall	EA	\$335.00
ASTM D6307 Ignition Oven Calibration	EA	\$405.00
ASTM D6307 Asphalt Content by Ignition	EA	\$255.00
ASTM D5444 Gradation of Extracted Agg	EA	\$275.00

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ASTM D4125 Asphalt Content Nuclear Guuge	EA	\$335.00
ASTM D3910 Wet Track Abrasion	EA	\$205.00
ASTM D2726 Core Density (SSD)	EA	\$65.00
ASTM D244 Emulsion Sieve Analysis	EA	\$165.00
ASTM D244 Emulsion Residue Evaporation	EA	\$240.00
ASTM D2172 Asphalt Content by Solvents	EA	\$375.00
ASTM D2041 Maximum Theoretical Density	EA	\$265.00
ASTM D1561 LTMD Kneading Compactor	EA	\$355.00
ASTM D1560 Hveem Stability and Density	EA	\$440.00
ASTM D1560 Hveem Stability	EA	\$305.00
ASTM D1188 Core Density Parafilm Coated	EA	\$75.00
AASHTO T324 Hamburg Wheel Tracking Test	EA	\$1,100.00
AASHTO T324 Hamburg Wheel Tracking - RHMA	EA	\$1,100.00
AASHTO T312/T275 LTMD Gyratory Compactor	EA	\$440.00
AASHTO T312/T275 LTMD Gyratory Comp.- RHMA	EA	\$440.00
AASHTO T308 Asphalt Content by Ignition	EA	\$255.00
AASHTO T308A AC Correction Factor	EA	\$470.00
AASHTO T283 Tensile Strength Ratio - RHMA	EA	\$1,050.00
AASHTO T283 Tensile Strength Ratio	EA	\$1,050.00
AASHTO T275 Core Denisty Paraffin Coated	EA	\$80.00
AASHTO T209 Theoretical Maximum Density	EA	\$265.00

Laboratory Tests - Aggregates

Product Name	Units	Rate (\$)
ASTM D5821 Percent Fractured Particles	EA	\$205.00
ASTM D4791 Flat & Elongated Particles	EA	\$375.00
ASTM D2419 Sand Equivalent	EA	\$170.00
ASTM C88 Soundness by Sodium Sulfate	EA	\$535.00
ASTM C566 Moisture Content by Drying	EA	\$35.00
ASTM C535, Abrasion Large Aggregate	EA	\$335.00
ASTM C40 Organic Impurities in Fine Agg	EA	\$135.00
ASTM C289 Alkali-Silica Reactivity	EA	\$670.00
ASTM C142 Clay Lumps & Friable Particles	EA	\$260.00
ASTM C136 Sieve Analysis, Fine Agg	EA	\$205.00
ASTM C136 Sieve Analysis, Combined Agg	EA	\$240.00
ASTM C136 Sieve Analysis, Coarse Agg	EA	\$205.00
ASTM C131 Abrasion, Los Angeles Rattler	EA	\$335.00
ASTM C128 Specific Gravity, Fine Agg	EA	\$240.00
ASTM C127 Specific Gravity, Coarse Agg	EA	\$205.00
ASTM C1252 Angularity & Voids, Fine Agg	EA	\$240.00
ASTM C123 Percent Lightweight Particles	EA	\$275.00
ASTM C117 Materials Finer than No. 200	EA	\$140.00
AASHTO T96 Abrasion, Los Angeles Rattler	EA	\$335.00
AASHTO T85 Specific Gravity, Coarse Agg	EA	\$205.00

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AASHTO T84 Specific Gravity, Fine Agg	EA	\$240.00
AASHTO T335 Percent Fractured Particles	EA	\$205.00
AASHTO T304 Angularity & Voids in Fines	EA	\$225.00
AASHTO T27 Sieve Analysis, Fine Agg	EA	\$205.00
AASHTO T27 Sieve Analysis, Combined Agg	EA	\$240.00
AASHTO T27 Sieve Analysis, Coarse Agg	EA	\$185.00
AASHTO T176 Sand Equivalent	EA	\$170.00

Equipment Charges

Product Name	Units	Rate (\$)
VOC Meter	DAY	\$100.00
Ultrasonic Test Unit and Consumables	DAY	\$50.00
Torque Wrench	DAY	\$50.00
Stationary Laboratory Trailer & Testing Equipment	MO	\$700.00
Skidmore	DAY	\$50.00
Set of Aerial Photographs	HR	Quote
Schmidt Hammer	DAY	\$50.00
Rotary Wash Drill Rig with Operator	HR	\$650.00
Proof Load Testing Equipment	DAY	\$100.00
Portable Drilling Equipment w/ Operator	HR	\$450.00
Portable Drilling Equipment	HR	\$450.00
Per Diem	DAY	\$100.00
Nuclear Density Test Gauge	DAY	\$25.00
Mobile Laboratory Trailer Mobilization	EA	\$500.00
Mobile Laboratory Trailer & Testing Equipment	DAY	\$500.00
Misc Subconsultant	HR	Quote
Misc Permits	LS	Quote
Mini Environmental Quality Meter	DAY	\$300.00
Mileage	MILE	Quote
Materials / Supplies	HR	Quote
Magnetic Particle Test Unit	DAY	\$50.00
Inertial Profiler	DAY	\$1,800.00
Hollow Stem Auger Drill Rig w/ Operator	HR	\$675.00
Holiday Tester	DAY	\$100.00
Hand Held Turbidity Meter	DAY	\$20.00
Dutch Cone Penetrometer with Operator	HR	\$675.00
Drilling Equip Mobilization / De-Mob	EA	\$800.00
Diamond Bit Core Rig and Generator	DAY	\$500.00
Bucket Auger Drill Rig with Operator	HR	\$775.00
Blueprinting	HR	Quote
ASTM C1028 Coefficient of Friction	DAY	\$400.00
Air Rotary Drill Rig with Operator	HR	\$700.00

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GENERAL CHARGES

- RMA Group requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.
- Inspection charges start at the scheduled show up time at the job site. All inspection hours will be billed in the following increments:
 - There will be a minimum two (2) hour charge for any RMA Group employee presence on site.
 - Any time less than four (4) hours of work will be billed as four (4) hours.
 - Four (4) to eight (8) hours will be billed as eight (8) hours.
- When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.
- Rates are valid through June 30th of this year. Rates for personnel will increase by 5% per year on July 1st each subsequent year.
- Administrative/clerical support will be charged at 5% of the monthly direct charges.
- Certified Payroll Reports will be prepared upon request. There will be a \$75.00 charge for each certified payroll report.
- Outside services will be billed at cost plus 15% unless billed directly to and paid for by Client.
- Requests made by client for management attendance at meetings at the project site will be charged at standard rate.

OVERTIME CHARGES

- Work performed in excess of 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.
- Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.
- A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.

PER DIEM AND TRAVEL CHARGES

- An \$100.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.
- Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay
- Mileage for travel outside a 50 mile radius from either the project site or the nearest RMA facility whichever is closest, will be charged at a rate of \$0.65 per mile.

NIGHT WORK

- A \$10.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB



RMA Group
Every Project Matters | www.rmacompanies.com

CORPORATE

12130 Santa Margarita Court | Rancho Cucamonga, CA 91730
909.989.1751 | 909.989.4287

ADDITIONAL OFFICE LOCATIONS

1210 East 223rd Street, Suite 319 | Carson, CA 90745
310.684.4854 | 310.861.1117

5102 Port Chicago Highway, Suite B | Concord, CA 94520
925.243.6662 | 408.362.4926

3150 Fitzgerald Road | Rancho Cordova, CA 95742
916.631.7194 | 916.631.7256

6976 Convoy Court | San Diego, CA 92111
858.609.7168 | 858.598.6102

9620 NE Tanasbourne Drive, Suite 300-79 | Hillsboro, OR 97124

QUALITY MANAGEMENT
GEOTECHNICAL ENGINEERING
MATERIALS TESTING
PAVEMENT ENGINEERING
SPECIAL INSPECTION
STORM WATER MANAGEMENT

AVIATION
CIVIC
HEALTHCARE
HIGHER EDUCATION
HOTELS AND CASINOS
K-12 SCHOOLS
LAND DEVELOPMENT
PORTS
POWER AND ENERGY
SPORTS AND RECREATION
TRANSIT AND RAIL
TRANSPORTATION
WATER INFRASTRUCTURE

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

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

Attachment: Agreement with RMA Group [Revision 1] (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO PUB

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, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

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

1. The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers.
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, 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.

**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
FOR THE JUAN BAUTISTA DE ANZA MULTI-USE TRAIL FROM MORENO
VALLEY MALL TO IRIS AVENUE
PROJECT NO. 801 0086
ATPSB1L-5441(076)**

This First Amendment to Agreement (hereinafter, this "Agreement") is made and entered into this ____ day of _____ 202__ ("Effective Date"), by and between the City of Moreno Valley, a municipal corporation in the County of Riverside, State of California, hereinafter referred to as the "City," and KOA Corporation, a California corporation, hereinafter referred to as "Consultant."

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for Professional Consultant Services," hereinafter referred to as "Agreement," dated July 2, 2020.

Whereas, the Consultant is providing consultant services for the Juan Bautista De Anza Multi-Use Trail from Moreno Valley Mall to Iris Avenue.

Whereas, it is desirable to amend the Agreement to expand the scope of work; extend the Agreement termination date; and modify the Payment Terms as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated September 28, 2022, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A -- First Amendment" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 This Agreement termination date is extended from December 31, 2022 to **June 30, 2023**, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in Exhibit "A", entitled "Proposal for Preparation of Trail Landscape designs and Design Support Services during construction."

**FIRST AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086
ATPSB1L-5441(076)**

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof Exhibit "A", entitled "Proposal for Preparation of Trail Landscape designs and Design Support Services during construction."

1.4 The total "Not to Exceed" fee for this contract is \$505,071.50 (\$482,824.00 for the original Agreement, plus \$ 22,247.50 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

SIGNATURE PAGE TO FOLLOW:

**FIRST AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0086
ATPSB1L-5441(076)**

City of Moreno Valley

KOA Corporation

BY: _____
Mike Lee, City Manager

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

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

BY: _____

TITLE: _____
(Corporate Secretary)

Date

Enclosures: Exhibit "A" - Preparation of Trail Landscape designs and Design Support Services during construction

Attachment: First Amendment to Agreement with KOA Corporation (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO

EXHIBIT "A"

Preparation of Trail Landscape designs and Design Support Services during construction

1100 Corporate Center Dr., Suite 201, Monterey Park, CA 91754
 T: 323.260.4703 | F: 323.260.4705 | www.koacorp.com
 MONTEREY PARK ORANGE ONTARIO SAN DIEGO LA QUINTA CULVER CITY

Attachment: First Amendment to Agreement with KOA Corporation (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO

TO

Harold Zamora
 Principal Engineer
 Public Works
 City of Moreno Valley
 14331 Frederick St
 Moreno Valley, CA 92553
by email:
haroldz@moval.org
 cc:
cvogt@cavconsultinggroup.com

Please consider this as a formal change order request for the Juan Bautista de Anza Multi-Use Trail from Moreno Valley Mall to Iris Avenue, Project No. 801 0086 ATPSB1L-5441(076) to provide for added services consisting of Engineering Support During Construction, and preparation of Landscape and Irrigation plans and specifications.

KOA proposes an allowance of \$10,000.00 for as needed services for Engineering Support During Construction at the rates for the current design services agreement.

Recently during conversations with Caltrans, it was found that the project design needed to include Landscape and Irrigation plans and specifications in the PS&E package to be considered complete. Due to the urgent project submittal deadline to retain funding, and no other avenue available to complete the work in such a short time frame, KOA offered to proceed to subconsult with MIG, a landscape design firm, to complete this work. The total fee from MIG was \$12,247.50 (a copy of the MIG invoice is attached below).

FROM

Mr. Chuck Stephan, PE
 Vice President
 3190 Shelby Street, Bldg C.
 Ontario, CA 91764
 T: 714.573.0317
 F: 323.260.4705
 C: 310.525.0678

KOA is requesting that the City approve a project change order, or issue a separate purchase order, in the amount of \$12,247.50 to cover only the subconsultant fees. KOA will absorb its own costs entailed in revising the plans and specifications and coordinating with MIG so as not to overburden the project. We also request that KOA be authorized to reallocate hours within the various tasks listed in KOA's fee structure (tasks 010 to 050) so long as the original total is retained.

RFP

**Moreno Valley
 ATP4 Trail Design Project
 Request for Add-On Services**

Add on services proposed:	
Engineering Support During Construction (as needed allowance)	\$10,000.00
Landscape and Irrigation plans and specifications	<u>\$12,247.50</u>
Total	\$22,247.50

DATE

September 28, 2022

Sincerely,
 KOA Corporation



Chuck Stephan, P.E.
 Vice President. Director of CM Division
 KOA Project No. JC04042



Invoice



MOORE IACOFANO GOLTSMAN, INC.

Chuck Stephan
 KOA Corporation
 5095 Murphy Canyon Rd., Suite 330
 San Diego, CA 92123

May 25, 2022
 Project No: 005598.00
 Invoice No: 0075354

Project 005598.00 KOA Juan Bautista De Anza Multi-Use Trail
Professional Services from April 1, 2022 to April 30, 2022

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Multi-Use Trails	28,330.00	43.2316	12,247.50	0.00	12,247.50
Total Fee	28,330.00		12,247.50	0.00	12,247.50
	Total Fee				12,247.50
Billing Limits	Current		Prior	To-Date	
Total Billings	12,247.50		0.00	12,247.50	
Limit				28,330.00	
Remaining				16,082.50	
			Total this Invoice		\$12,247.50

KOA Project Name: Juan Bautista De Anza
 Multi-Use Trail KOA Project Number: ATP4
 KOA Project Manager: Charlie Schwinger

PLANNING | DESIGN | COMMUNICATIONS | MANAGEMENT | TECHNOLOGY | SCIENCE

Business Office: 800 Hearst Avenue • Berkeley, California 94710 • USA • 510.845.7549 • www.migcom.com

Offices in: California • Colorado • Oregon • Texas • Washington

Attachment: First Amendment to Agreement with KOA Corporation (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO



Project 005598.00 KOA Juan Bautista De Anza Multi-Use Trail

Billing Backup-MIG

Wednesday, May 25, 2022

MIG, Inc.

Project 005598.00 KOA Juan Bautista De Anza Multi-Use Trail

Trail Segment Design/Landscape Assessment

		Hours	Rate	Amount
Principal				
Lang, Steve	4/1/2022	1.00	225.00	225.00
	Call with Chuck to review scope of landscape improvements			
Lang, Steve	4/4/2022	1.00	225.00	225.00
	Review scope			
Lang, Steve	4/5/2022	2.50	225.00	562.50
	Review base info from KOA and review with Donna			
Lang, Steve	4/6/2022	2.50	225.00	562.50
	Review scope and research moreno Valley approved plant selection			
Lang, Steve	4/7/2022	3.00	225.00	675.00
	Review Moreno Valley Landscape requirements			
Lang, Steve	4/8/2022	1.50	225.00	337.50
	Review Moreno Valley plant list and send to Donna			
Lang, Steve	4/11/2022	2.00	225.00	450.00
	Review dwgs. tech specs			
Lang, Steve	4/12/2022	5.00	225.00	1,125.00
	edit technical specifications and drawing review			
Lang, Steve	4/13/2022	2.00	225.00	450.00
	Review in progress plans			
Lang, Steve	4/14/2022	2.00	225.00	450.00
	Review templates and call with Donna, sketch monument detail			
Lang, Steve	4/15/2022	1.00	225.00	225.00
	Check plans			
Lang, Steve	4/19/2022	3.00	225.00	675.00
	Bid schedule edit			
Deputy Project Manager				
Yeung-Gutierrez, Donna	4/6/2022	4.50	130.00	585.00
	research, coordination, files, start sheet setup			
Yeung-Gutierrez, Donna	4/11/2022	4.50	130.00	585.00
	review plant list, sheet-set up, plant design			
Yeung-Gutierrez, Donna	4/12/2022	6.50	130.00	845.00
	sheet set-up and design, plant palette			
Yeung-Gutierrez, Donna	4/13/2022	6.00	130.00	780.00
	planting design and layout			
Yeung-Gutierrez, Donna	4/14/2022	8.00	130.00	1,040.00
	revise planting per comments, coordination with Chuck with potential			
Yeung-Gutierrez, Donna	4/15/2022	5.00	130.00	650.00
	revise per Steve's comments, draft monument design, send to KOA			
Yeung-Gutierrez, Donna	4/18/2022	2.00	130.00	260.00
	Steve's stamp, coord. with KOA, re-pdf sheets and send			
Yeung-Gutierrez, Donna	4/19/2022	6.00	130.00	780.00
	take-offs and coordination with Steve			
Yeung-Gutierrez, Donna	4/20/2022	4.00	130.00	520.00
	take-offs and coordination with Steve			
Project Accountant				
Tanner, Sharyn	4/8/2022	1.50	160.00	240.00
	Project set up, contract review, W-9, correspondence with SL re			
Totals		74.50		12,247.50
Total Labor				12,247.50
			Total	\$12,247.50

Attachment: First Amendment to Agreement with KOA Corporation (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO

**FOURTH AMENDMENT TO AGREEMENT
ON-CALL PROFESSIONAL CONSULTANT SERVICES
FOR CIVIL ENGINEER/PROJECT MANAGER SERVICES**

This Fourth Amendment to Agreement (hereinafter, this “Agreement”) is made and entered into this ____ day of _____ 2022 (“Effective Date”), by and between the City of Moreno Valley, a municipal corporation in the County of Riverside, State of California, hereinafter referred to as the “City,” and Chris Alan Vogt, doing business as, **CAV Consulting**, a sole proprietorship, hereinafter referred to as “Consultant.”

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled “PROJECT SPECIFIC AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES FOR CIVIL ENGINEER/PROJECT MANAGER SERVICES” hereinafter referred to as “Agreement,” dated September 14, 2021.

Whereas, the Consultant is providing **Civil Engineer/Project Manager Services** for various Capital Improvement Projects.

Whereas, the Agreement was amended by the “First Amendment to Agreement for On-Call Professional Consultant Services for Civil Engineer/Project Manager Services” dated November 04, 2021.

Whereas, the Agreement was amended by the “Second Amendment to Agreement for On-Call Professional Consultant Services for Civil Engineer/Project Manager Services” dated February 08, 2022.

Whereas, the Agreement was amended by the “Third Amendment to Agreement for On- Call Professional Consultant Services for Civil Engineer/Project Manager Services” dated August 04, 2022.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant and modify the Payment Terms as more particularly described in Section 1 of this Fourth Amendment.

FOURTH AMENDMENT TO AGREEMENT FOR
CIVIL ENGINEER/PROJECT MANAGER SERVICES

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of **December 31, 2023** is not extended by this Amendment, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in said Exhibit "A" of this Third Amendment.

1.3 Exhibit "D" to the Agreement is hereby further amended by adding the cost as included in Exhibit "A" of this Third Amendment.

1.4 The total "Not to Exceed" fee for this contract is \$574,500 (\$74,500.00 for the original Agreement, \$0 for the First Amendment to Agreement, \$200,000 for the Second Amendment, \$200,000 for the Third Amendment; plus \$100,000 for the Fourth Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW:

FOURTH AMENDMENT TO AGREEMENT FOR
CIVIL ENGINEER/PROJECT MANAGER SERVICES

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

City of Moreno Valley

Chris Alan Vogt dba CAV Consulting

BY: _____
Mike Lee, City Manager

Date

BY: _____
Name: _____
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

Enclosure: Exhibit "A" - Consultant Proposal

Attachment: Fourth Amendment to Agreement with CAV Consulting (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO

EXHIBIT "A"



October 27, 2022

Public Works Department
 City of Moreno Valley
 Attn: Ms. Melissa Walker, PE
 14177 Frederick Street
 P.O. Box 88005
 Moreno Valley, CA 92552

Re: On-Call Professional Consulting Services for Civil Engineer/Project Manager – Additional Projects Services

CAV Consulting is pleased to submit our proposal for additional Project Management and Management Analyst Services to the existing contract for On-Call Professional Consulting Services for Civil Engineer/Project Manager for the City of Moreno Valley. The additional services proposed will be provided by experienced, professional staff who have the qualifications and skills to meet the City's needs.

CAV Consulting has been providing professional Project Management services to the Capital Project's Division since our contract started in September 2021 and have a good knowledge of the demands and responsibilities facing the Division. Due to recent position vacancies, and additional project workloads, the City has requested additional support services available under the current contract to be added.

CAV Consulting's blend of extensive and diverse experience enables us to work effectively with all City departments for the successful delivery of projects. Our company consists of seasoned professionals, all experts in their respective fields, with a goal of ensuring the success of our client's programs and projects. The combined experience of our professionals through years of working on both sides of the counter, enable us to assure the successful delivery of projects, within schedule and budget. Being a smaller firm, we are able to focus on the City's goals and objectives.

Cost Estimate

The following is a cost estimate based on our assumptions after discussing the assignment responsibilities with City Staff. The estimate shown will be added to the existing balance of the contract. It is estimated that based on project projections, and assuming the City's weekly need,

CLASSIFICATION	HOURLY RATE	ESTIMATED HOURS	COST
Management Analyst Services	\$109.00	400	\$43,600
Sr. Project Management Services (Continued)	\$163.00	346	\$56,398
Total			\$ 100,000

This additional "not to exceed" fee for the Change in Contract Scope, including the remaining funding for the original contract services will provide Services under the existing contract up to June 30, 2023. The additional services estimates are based on 10-30 hours per week until June 30, 2023. Additional services needed beyond the estimated duration will be provided on a "time and materials" basis at CAV Consulting's standard hourly rates

according to the approved Fee Schedule for the year in which the services are provided. These rates apply for work during normal business hours only. Nights, weekends, and holidays will be an extra. All work will be completed on a time and materials basis. All charges will be billed only for the actual work conducted.

All assigned staff are prepared to serve the City for the entire duration of the assignment. CAV Consulting staff is also prepared to work in Agency offices with Agency equipment and materials, on-site with company issued equipment and materials AND/OR in our offices with company issued equipment and materials.

Please do not hesitate to contact me directly if you have any questions or would like additional information about how we can assist the City.

Chris A. Vogt, PE | President/Owner
17130 Van Buren Blvd, Suite 526
Riverside, CA 92508

direct 951.616.4925
cvogt@cavconsultinggroup.com

This proposal will remain valid for 180 days from the due date for the receipt of proposals or receipt of the last best and final offer submitted. Thank you for the opportunity to serve the City of Moreno Valley.

Sincerely,



Chris A. Vogt, PE
President/Owner

Fee Schedule

FY 2022/23

CAV CONSULTING - HOURLY RATES FOR SERVICES

Hourly billing rates for the specific Project Management Services proposed are as follows:

Classification	Rate
Principal.....	\$180
Public Works Director	174
City Engineer.....	168
Senior Project Manager	163
Project Manager.....	157
Traffic Engineer.....	163
Senior Construction Manager.....	152
Construction Manager.....	147
Management Analyst	109
Staff Analyst.....	98
Planning Manager.....	152
Resident Engineer	155
Plan Check Engineer III.....	152
Plan Check Engineer II.....	147
Plan Check Engineer I.....	141
Senior Engineer	147
Associate Engineer	136
Assistant Engineer (EIT).....	125
Engineering Technician II	109
Engineering Technician I.....	98
Administrative Support II	65
Administrative Support I.....	60
Senior Public Works Inspector (or prevailing wage)	136
Public Works Inspector IV	130
Public Works Inspector III.....	125
Public Works Inspector II.....	120
Public Works Inspector I.....	115
<u>Building and Safety Services</u>	
Building Official	152
Building Plans Examiner III.....	141
Building Plans Examiner II	136
Building Plans Examiner I	130
Sr. Building Inspector (or Prevailing Wage).....	136
Building Inspector II.....	130
Building Inspector I.....	125
Certified Permit Technician	76

Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Consultation in connection with litigation and court appearances will be quoted separately. Overtime will be billed at 1.5 times, and Sundays and holidays 2.0 times the standard rate. A sub consultant management fee of ten percent (10%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation and coordination. A markup of ten percent (10%) will be added to the cost of all prints, plots, messenger service and other direct expenses. Valid thru FY 2022/2023; thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Riverside County.

Attachment: Fourth Amendment to Agreement with CAV Consulting (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO



RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AWARING PROJECT NO. 801 0086 TO PUB CONSTRUCTION INC. AND REJECTING THE BID SUBMITTED BY GMZ ENGINEERING INC. AS NON-RESPONSIVE

WHEREAS, the City of Moreno Valley (“City”) is a general law city organized pursuant to Article XI of the California Constitution; and

WHEREAS, under California state law, projects that fall within the definition of “public works” and “public project” are subject to a variety of legal requirements, including those related to competitive bidding; and

WHEREAS, pursuant to Moreno Valley Municipal Code Section 3.12.300 (Public Projects – General), of Chapter 3.12 (Purchasing) of Title 3 (Revenue and Finance), the City has adopted the procedures set forth in the Uniform Public Construction Cost Account Act (the “Act”), as set forth in Public Contract Code Sections 22000 et seq., which established an alternative method for the bidding of public works projects; and

WHEREAS, under the Act, public works projects exceeding \$200,000 shall be let by contract by formal bidding; and

WHEREAS, pursuant to the Act, if a contract is awarded, “it shall be awarded to the lowest responsible bidder” (Public Contract Code 22038), which includes, in relevant part, a determination whether or not the lowest monetary bidder submitted a responsive bid; and

WHEREAS, to be “responsive”, a bid must conform to the material terms of the bid package, and must promise to do what the bidding instructions demand; and

WHEREAS, a discrepancy in a bid may be waived if it is not material; that is, it does not affect the amount of the bid, give a bidder an advantage over others, serve as a potential vehicle for favoritism, influence other potential bidders to refrain from bidding, or affect the ability to make bid comparisons; and

WHEREAS, a bid is materially non-responsive (and thus may not be accepted) if it gives the bidder a competitive advantage not available to other bidders. As one California court explained, “a basic rule of competitive bidding is that bids must conform to specification, and that if a bid does not so conform, it may not be accepted [Citations.] However, it is further well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential...” *Konica Business Machs.*

Resolution No. 2022-XX
Date Adopted: _____, 2022

U.S.A., Inc. v. Regents of Univ. of Cal., 206 Cal. App. 3d 449, 456-57 (1988) (quoting 47 Ops.Cal.Atty.Gen. 129, 130-131 (1966).). Most clearly, a deviation which affects the bidder’s price would be a material deviation, and therefore may not be accepted; and

WHEREAS, additionally, the City’s bid documents further require the apparent three (3) low [b]idders to submit wet signature originals Bidder’s Bonds within 72 hours of City’s request as a further condition to determining if a [b]id is responsive; and

WHEREAS, the instant project for the Juan Bautista de Anza Multi-Use Trail Phase 4 (Project No. 801 0086) (the “Project”) was advertised for construction bids on September 8, 2022, following formal bidding procedures. Two (2) bids were received via the City’s electronic bid management system, PlanetBids, on October 20, 2022. The bid submitted by GMZ Engineering Inc. (“GMZ”) was the apparent lowest bidder; and

WHEREAS, in relevant part the Project bid solicitation, the Notice Inviting Bids, and bid documents required that compensation for mobilization not exceed five percent (5%) of total bid amount, as set forth in the Technical Provisions: Payment for Mobilization; and

WHEREAS, additionally, the Notice Inviting Bids expressly required that the prime contractor perform at least fifty percent (50%) of contract work; and

WHEREAS, upon receipt and opening of bids, City followed standard procedures in evaluating the apparent low bid, and tabulated GMZ’s bid to ensure the bid was responsive. In relevant part, City reviewed the bid to ensure the prime contractor would perform at least 50% of contract work, as required in the bid solicitation. City discovered a zero-dollar value for subcontractor Superior Pavement Markings (the “Subcontractor”), which was then brought to GMZ’s attention. In response to City’s inquiry, GMZ provided quotes from Subcontractor evidencing an additional \$91,243 of subcontracted work. Upon recalculation, it appeared GMZ would perform 50% of contract work (such calculation evidenced GMZ performing 50.36% of contract work). Additionally, on October 20, 2022, the City sent an email requesting wet signature original bid bonds. No wet signature original Bid Bonds were submitted within 72 hours of request, as required in the “Instructions to Bidders”, but were eventually provided on November 7, 2022 after a telephone call with bidder, where they advised staff they did not receive the October 20, 2022, request. Contemporaneously, City staff opened the second lowest bidder’s bid documents, which included a protest letter challenging the potential award to GMZ due do GMZ’s failure to meet the bid requirements because GMZ’s mobilization compensation exceeded the five percent mobilization threshold. Upon City review, it was determined GMZ’s bid for mobilization was 6.8%. When GMZ reached out to City requesting an update on the bid evaluation, the issues noted above were communicated to GMZ. GMZ then informed the City that the quote submitted by GMZ to City for the Subcontractor work was submitted in error, and that GMZ would actually be performing such work itself. GMZ further requested City waive the mobilization deviation and GMZ would agree to decrease the mobilization from 6.8% to 5%. Even assuming *arguendo* that City was lawfully permitted to decrease the mobilization to 5%, this would result in GMZ failing to satisfy the requirement they perform 50% or more of contract work

Resolution No. 2022-XX
Date Adopted: _____, 2022

Attachment: RESOLUTION REJECTING GMZ BID JUAN BAUTISTA TRAIL PROJECT (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION

(GMZ would only be performing 49.46%), unless City allowed GMZ to perform the work evidenced in Subcontractor's proposals; and

WHEREAS, GMZ's bid exceeded the 5% mobilization threshold. If the City were to waive this deviation as immaterial and automatically lower the mobilization to 5%, it would result in lowering the bid by \$106,895.90 – which clearly affects the bidder's price, which is a material deviation; and

WHEREAS, GMZ further failed to provide wet signature bid bond within 72 hours of request; and

WHEREAS, accordingly, GMZ's bid is rejected as being materially non-responsive, and City desires to award the contract to Pub Construction, the lowest responsible bidder who submitted a responsive bid; and

WHEREAS, the law firm of Finch Thornton Baird Attorneys at Law sent the City a letter dated November 7, 2022 (attached hereto as Exhibit "A"), setting forth grounds why they believe the City may award the contract to GMZ, which generally argues that GMZ's bid is responsive and the "perceived error regarding the 5 percent limit on mobilization is immaterial".

NOW, THEREFORE, the City Council of the City of Moreno Valley does hereby resolve as follows:

Section 1. Recitals

That the recitals set forth above are true and correct, and are hereby incorporated herein by this reference, and adopted as findings in support of this Resolution.

Section 2. GMZ's Bid is Non-Responsive and Cannot be Accepted

That GMZ's bid is materially non-responsive, and City cannot accept such bid.

Section 3. Award Contract

That the City award the Project contact to the lowest responsible and responsive bidder, Pub Construction Inc., in accordance with the terms and conditions set forth in the December 6, 2022, staff report.

Section 4. CEQA Review – Categorical Exemption

The City Council hereby finds that in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, this project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301(c) as a Class 1 (Existing Facilities) because this project, in relevant part, approves minor alterations to existing public facilities.

Resolution No. 2022-XX
Date Adopted: _____, 2022

Section 4. Effective Date

That this Resolution shall become immediately upon its adoption.

Section 4. Severability

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

Section 5. Repeal of Conflicting Provisions

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

Section 6. Certification

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

APPROVED AND ADOPTED this ____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2022-XX
Date Adopted: _____, 2022

Attachment: RESOLUTION REJECTING GMZ BID JUAN BAUTISTA TRAIL PROJECT (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of _____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2022-XX
Date Adopted: _____, 2022

Attachment: RESOLUTION REJECTING GMZ BID JUAN BAUTISTA TRAIL PROJECT (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION

EXHIBIT "A"

**NOVEMBER 7, 2022 MEMORANDUM PREPARED BY FINCH THORNTON BAIRD
ATTORNEYS AT LAW**

[SEE ATTACHED]

Resolution No. 2022-XX
Date Adopted: _____, 2022

Attachment: RESOLUTION REJECTING GMZ BID JUAN BAUTISTA TRAIL PROJECT (5977 : AUTHORIZATION TO AWARD A CONSTRUCTION



Report to City Council

TO: Mayor and City Council

FROM: Melissa Walker, Acting Public Work Director/City Engineer

AGENDA DATE: December 6, 2022

TITLE: APPROVE THE SECOND AMENDMENT TO THE AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES FOR ENVIRONMENTAL ASSESSMENT WITH CASC ENGINEERING AND CONSULTING, INC. FOR THE SEVEN LOT AFFORDABLE HOUSING PROJECT, APN 481-270-058

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Amendment to the Agreement for On-Call Professional Consultant Services for Environmental Assessment with CASC Engineering and Consulting, Inc. (CASC, Inc.), to perform Final Design and Environmental Clearance, for the Seven Lot Affordable Housing project, APN 481-270-058, funded with Housing Authority funds (Fund 8884);
2. Authorize the City Manager to execute the Second Amendment to Agreement and any subsequent amendments for On-Site and/or Professional Services (Design Professional Services) with CASC, Inc., subject to the approval by the City Attorney;
3. Authorize an amendment to the existing Purchase Order with CASC, Inc. in the amount of up to but not to exceed \$164,870.00 (\$50,000.00 for the original Agreement, \$0 for the First Amendment, plus \$114,870.00 for the Second Amendment to agreement) once the Agreement has been signed by all parties; and
4. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

SUMMARY

This report recommends approval of a Second Amendment to the Agreement for On-Call Professional Consultant Services for Environmental Assessment with CASC, Inc., to perform additional Design and Environmental Services, for the Seven Lot Affordable Housing project, APN 481-270-058, which is funded with Housing Authority funds (Fund 8884).

DISCUSSION

The project involves the City of Moreno Valley's Housing Authority Owned property, Assessor's Parcel Number 481-270-058, located on the north side of Eucalyptus Avenue approximately 600 feet west of Heacock Street and will construct seven affordable single-family homes.

The purpose of the project is to provide the opportunity of single-family home ownership to seven qualifying families.

The City entered into an Agreement for On-Call Professional Consultant Services for Environmental Assessment with CASC, Inc. in June 2021 to provide conceptual design and prepare required CEQA and NEPA environmental documentation and studies. The First Amendment in May 2022 extended termination date from June 30, 2022 to June 30, 2024. The Second Amendment to the original Agreement amends the scope to include additional design services in anticipation of a construction ready project.

Approval of the recommended actions would support the City's five-year Consolidated Housing and Community Development Plan, and Annual Action Plan, meeting the objectives of the HOME Investment Partnerships Program (HOME), which includes:

- To expand the supply of decent, safe, sanitary, and affordable housing, primarily rental housing.
- To strengthen the ability of state and local government to provide housing.
- To assure that federal housing services, financing, and other investments are provided to state and local governments in a coordinated, supportive fashion.
- To expand the capacity of nonprofit community-based housing development organizations (CHDOs).
- To leverage private sector participation in financing affordable housing

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely design of the Seven Lot Affordable Housing project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the design of the Seven Lot Affordable Housing project.*

FISCAL IMPACT

This project is funded by Housing Authority funds (Fund 8884). There is no impact to the General Fund.

Fund	GL Account Project Number	Type	Proposed Adjustment
Housing Authority	8884-30-36-20601-620299 EUCGROVE-HA-OTHER	EXP	\$114,870

ESTIMATED PROJECT COSTS:

Final Design	\$115,000
Project Administration and Inspection	<u>\$100,000</u>
Total	\$215,000

ANTICIPATED PROJECT SCHEDULE:

Environmental Clearance	Winter 2022
Land Division (Subdivide property into 7 legal lots).....	Spring 2023
Complete Final Design	Summer 2023

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Josh Frohman, PE
Senior Engineer

Department Head Approval:
Melissa Walker, P.E.
Acting Public Works Director / City Engineer

Concurred By:
Harold Zamora, PE
Capital Projects 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

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

- 1. Location Map
- 2. Second Amendment with CASC, Inc.

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/28/22 7:43 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/28/22 4:00 PM

ATTACHMENT 1 - LOCATION MAP



FIRST AMENDMENT

Project Name: Seven Lot Affordable Housing Project
 APN 481-270-058
 North side of Eucalyptus Avenue, East of Heacock Street
 Amendment to City Contract 2022-60
 Page 1 of 1



Attachment: Location Map (5979) : APPROVE THE SECOND AMENDMENT TO THE AGREEMENT TO THE AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT

**SECOND AMENDMENT TO AGREEMENT
FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES FOR ENVIRONMENTAL
ASSESSMENT—EUCALYPTUS**

This Second Amendment to Agreement is made and entered into this ____ day of _____ 2022 ("Effective Date"), by and between the City of Moreno Valley, a municipal corporation in the County of Riverside, State of California, hereinafter referred to as the "City," and CASC ENGINEERING AND CONSULTING, INC., a CALIFORNIA CORPORATION, hereinafter referred to as "Consultant."

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR On-Call Professional Consultant Services for Environmental Assessment—Eucalyptus Avenue," hereinafter referred to as "Agreement," dated June 16, 2021.

Whereas, the Consultant is providing design professional services for the preparation of project Plans, Specifications, and Estimate (PS&E) to complete the final design.

Whereas, the Agreement was amended by the "First Amendment to Agreement for On-call Professional Consultant Services" dated May 12, 2022.

Whereas, it is desirable to amend the Agreement to modify the Payment Terms as is more particularly described in Section 1 of this Second Amendment

Whereas, the Consultant has submitted a Proposal dated September 15, 2022, for the PS&E scope of work to be performed. A copy of the said Proposal is attached as "Exhibit A" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of June 30, 2024 is not extended by this Amendment.

1.2 Exhibit "C" to the original Agreement is hereby amended by adding the cost as

**SECOND AMENDMENT TO AGREEMENT FOR
PROFESSIONAL SERVICES (DESIGN PROFESSIONAL SERVICES)**

included in "Exhibit A" of this Second Amendment.

1.3 The total "Not to Exceed" fee for this contract is \$164,870.00 (\$50,00.00 for the original Agreement, \$0 for the First Amendment, plus \$114,870.00 for the Second Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

SIGNATURE PAGE TO FOLLOW:

City of Moreno Valley

CASC Engineering and Consulting, Inc.

BY: _____
Mike Lee, City Manager

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

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

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

Attachment: Exhibit "A" – Scope of Services & Schedule of Costs Proposal for PS&E

Attachment: Second Amendment with CASC, Inc. (5979 : APPROVE THE SECOND AMENDMENT TO THE AGREEMENT FOR ON-CALL

EXHIBIT "A"

SCOPE OF SERVICES & SCHEDULE OF FEES PROPOSAL FOR PS&E

(see attachment)

Attachment: Second Amendment with CASC, Inc. (5979 : APPROVE THE SECOND AMENDMENT TO THE AGREEMENT FOR ON-CALL

PROPOSAL FOR AUTHORIZATION FOR ADDITIONAL WORK

Harold Zamora, Principal Engineer
Public Works
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

Date: September 15, 2022
Job No. 561-0177
Addendum No.: 01
Description: Survey and Mapping, and
Final Engineering

Dear Mr. Zamora,

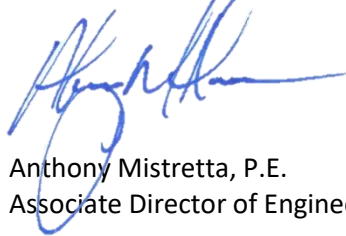
CASC Engineering and Consulting has developed the following Scope of Services and Schedule of Fees for additional services requested to your proposed project. These services are being provided to you outside of the original Scope of Services and Schedule of Fees. You will be invoiced for this work in accordance with the fee schedule below and our standard hourly fee rate schedule.

SCOPE OF SERVICES PROPOSAL
&
SCHEDULE OF FEES
See Attachment "A"

This additional work order is an addendum to the existing contract to accommodate the request for the preparation of the Survey and Mapping, and Final Engineering for the project. The terms and conditions of the original contract are applicable to this addendum. Subsequent to your review of the above referenced Scope of Services, please sign and return this form to CASC Engineering and Consulting so that work efforts may commence. A digital copy of the signed additional work order is acceptable.

Sincerely,

CASC ENGINEERING AND CONSULTING



Anthony Mistretta, P.E.
Associate Director of Engineering

AM/KI

Authorized by:

CITY OF MORENO VALLEY

By: _____

Name/Title: _____

Date: _____

Attachment: Second Amendment with CASC, Inc. (5979) : APPROVE THE SECOND AMENDMENT TO THE AGREEMENT FOR ON-CALL

ATTACHMENT "A"

I. SURVEY AND MAPPING

A. DESIGN SURVEY

Provide a field survey and office calculations as needed to establish horizontal and vertical control for the project. Basis of bearing and elevations will be referenced to the latest Record Map and City, County Control and Benchmarks.

CASC will locate all existing physical features. Physical features shall include natural ground, BCR, ECR, flow-lines, centerlines, grade breaks, angle points, top of curb, spandrels, pavement striping, utilities, structures, walls, trees and landscape, painted underground and surface utilities, poles, hydrants, catch basins, signs, valves, manholes, and all other physical features as well as inverts of all accessible utilities. Survey data will be compiled into a base map with one-foot contours generated. Assumes extending the cross sections beyond the project +/- 50 feet in the east and west direction as well as to the centerline of the existing street.

B. PRELIMINARY TITLE REPORT REVIEW

CASC will perform a review of the project's preliminary title report and the schedule "B" documents for Assessor's Parcel Number 481-270-058 to identify the record project boundary and all plottable and non-plottable easement, existing road dedications and any other site encumbrances identified in the preliminary title report. Current Preliminary Title Report is required for first plan checking submittal. THE PRELIMINARY TITLE REPORT WILL BE PROVIDED BY THE CLIENT OR BY THE CLIENTS TITLE COMPANY ALONG WITH THE SCHEDULE "B" DOCUMENTS. Any fees associated with the preliminary title report will be the client responsibility.

C. BASE MAPPING QUALITY CONTROL

CASC will review the project digital base map provided by the client. The review will compare the recorded tract map to the digital base to ensure that all line work, boundary annotation, easement callouts, street dedications, lot dimensions, lot areas, street widths, right of way annotation and centerline annotation are as shown on the recorded map and per the Boundary Survey. Any discrepancies between the digital base map and recorded tract map and per the Boundary Survey will be revised to reflect the information on the recorded tract map. Once the digital map is deemed complete it will be used as the foundation for all engineering plans.

II. FINAL ENGINEERING

D. INFILTRATION TESTING

LOR Geotechnical will provide proposed infiltration testing as follows:

1. Review of available geologic documents relating to the site and vicinity provided by you as well as their 2022 geotechnical report.
2. Conduct a total of four (4) double ring infiltrometer tests within the proposed infiltration areas at depths of approximately 3 to 4 feet.
3. Development of conclusions and recommendations for the infiltration characteristics of the area.
4. Preparation of a report summarizing their investigation, with conclusions, recommendations, and design requirements regarding the infiltration feasibility of the subject area with the use of pervious concrete.

Attachment: Second Amendment with CASC, Inc. (5979) : APPROVE THE SECOND AMENDMENT TO THE AGREEMENT FOR ON-CALL

SCHEDULE AND DELIVERABLES

LOR staff is prepared to begin work on this project immediately once notification to proceed and required retainer are received. Their Infiltration Testing report will be submitted within approximately one to two weeks after testing is completed, barring adverse weather or other conditions outside of their control.

E. PRECISE GRADING PLANS

CASC will prepare a Precise Grading Plan for the project utilizing City of Moreno Valley Design Guidelines. The precise grading plan will be based on the layout and house models reflected on the conceptual plan provided by the City. The Precise Grading Plan will specify: pad elevations; drainage swales; area drains where necessary; house, porch and garage finish floor elevations; house walk elevations; and driveway grades.

F. EROSION CONTROL PLAN

CASC will prepare an erosion control plan at a scale of 1" = 40' to reflect the erosion control measures required for the project site through the construction stage. The plan will be based on the design reflected on the Precise Grading Plan.

G. WATER AND SEWER IMPROVEMENT PLAN

CASC will prepare on-site domestic water and sanitary sewer improvement plans for the proposed facilities within Strickler Way.

H. STREET IMPROVEMENT PLAN

CASC will prepare improvement plans at a scale of 1" = 40' horizontal and 1" = 4' vertical per City of Moreno Valley standards for the proposed street 'Strickler Way'. The Street Improvement Plan will include the locations of the proposed streetlights only and assumes the supporting electrical infrastructure design will be provided by others.

I. HYDROLOGY STUDY

CASC will perform a hydrology study for the on-site drainage area within the property limits. The following tasks will be performed as part of the on-site hydrology study:

- a. Hydrology analysis using the Riverside County Rational Method to evaluate the 10-year and 100-year peak flow rates for the pre- and post-project condition. The rational method hydrology analysis will be used to confirm the proposed street capacity within Strickler Way and the capacity of the existing storm drain in Eucalyptus Ave.
- b. Hydrology analysis using the Riverside County Unit Hydrograph Method to evaluate the 2-year/24-hour peak flow rates and flood volumes for the pre-project and post-project conditions. These results will be used to demonstrate compliance with Riverside County storm water HCOC mitigation requirements.
- c. One (1) hydrology map will be prepared in support of the Rational Method Analysis delineating the proposed condition drainage subarea boundaries, flow patterns, and nodal points for purposes of performing the hydrology calculations.
- d. Normal Depth hydraulic calculations to support street and storm drain facility capacities.

The above findings and calculation results will be used to design the proposed street and confirm downstream storm drain capacity post-development; however, a Drainage Report will not be provided as the City has confirmed a report will not be required of the project.

This study assumes there are no significant off-site drainage areas tributary to the project site and off-site

adjacent streets have sufficient capacity to carry flows generated by those areas. Therefore, no off-site hydrology or street capacity calculations will be provided.

J. FINAL WATER QUALITY MANAGEMENT PLAN (F-WQMP)

CASC will prepare a Final Water Quality Management Plan (F-WQMP) in accordance with the requirements set forth in the Water Quality Management Plan: A Guidance Document for the Santa Ana Region of Riverside County, approved October 22, 2012 (Guidance). The F WQMP will generally follow the WQMP template included in the Guidance. Project conditions show that Eucalyptus Avenue has already been constructed to its full width; therefore, off-site road improvements are not anticipated for this project except for an opening to connect the proposed cul-de-sac. The F-WQMP will therefore provide stormwater management for on-site runoff only. ***CASC's initial research shows that the project is not located within an area that is exempt from addressing Hydrologic Condition of Concern (HCOC).***

Infiltration testing is an essential requirement for completing the F-WQMP. The results of the testing is critical to determine the appropriate project BMPs. Infiltration testing is to be performed by others and is not part of CASC's scope of work.

CASC assumes that three submittals will be required for F-WQMP approval. CASC will provide an electronic copy of the F-WQMP for the client. Upon receipt of comments from the City, CASC will revise the F-WQMP to incorporate comments within the scope of services and provide one revised electronic copy of the F-WQMP to the client. Final revisions, based on second review comments, to the F-WQMP will be submitted in similar fashion for approval.

K. COVENANT AND AGREEMENT

CASC will prepare the Covenant and Agreement for BMP Maintenance to be recorded after acceptance of the F-WQMP by the City. CASC will obtain approval as to form from the City prior to obtaining signatures and notaries from the owner.

L. WATER QUALITY MANAGEMENT PLAN (WQMP) EASEMENT

CASC will prepare the Legal Description and Plat for the project overall boundary in support of the F-WQMP.

M. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

CASC will prepare a Stormwater Pollution Prevention Plan (SWPPP) for the development of the project. The SWPPP will be prepared in accordance with the California Construction General Permit (NPDES Permit No. 2009-0009-DWQ as amended by 2010-0014-DWQ and 2012-0006-DWQ). The SWPPP for this project is assumed to be prepared as a Risk Level 1. CASC will prepare the SWPPP in general conformance with the SWPPP template included on the California Stormwater Quality Association's Construction Handbook website, with deviations determined appropriate in the judgment of CASC. The SWPPPs will be signed by a CASC Qualified SWPPP Developer (QSD).

N. SMARTS NOTICE OF INTENT SUPPORT

CASC, acting as a Data Submitter in the state's Storm Water Multiple Application and Report Tracking System (SMARTS), will assist with the completion of the Notice of Intent (NOI), complete the Project Risk Assessment, and will upload an electronic copy of the SWPPP.

O. AGENCY PROCESSING

CASC will provide up to thirty-two (32) hours of coordination and processing time with the City and other agencies to gain approval of the Final Engineering Plans and Reports. This scope includes time to complete and process the Engineering submittal packages, and review, coordinate, and respond to agency

comments, as necessary. Time is to be billed only as incurred. Additional time will be billed on a time and material basis in accordance with our Standard Hourly Fee Rate Schedule.

P. MEETINGS AND COORDINATION

CASC will provide up to forty (40) hours of meeting and coordination time with the Client, other consultant team members, and local agencies in support of the scope of services identified above. Time for this item will be billed only as incurred. Additional time will be billed on a time and material basis in accordance with our Standard Hourly Fee Rate Schedule.

III. UTILITY COORDINATION

Q. UTILITY COORDINATION & MANAGEMENT – STANDARD SCOPE

Morrow Management will provide dry utility coordination as follows:

- a) Preliminary Design Development/Planning
 - i. Obtain pertinent information from Client and team members related to project site plans, anticipated densities/loads, project phasing and construction responsibilities.
 - ii. Prepare conceptual utility layouts for electric, communication and gas facilities referencing mainline joint trench, service points and structure locations.
 - iii. Review preliminary/planning documents with Client and team members for potential conflicts, constraints and/or additional revisions.
 - iv. Modify preliminary/planning documents with updated information received from team members or utilities.
 - v. Prepare additional detailed exhibits to include such items as: working clearances, access requirements, phasing/work order breakdown, etc.
 - vi. With approval from Client and/or selected team members, discuss preliminary/planning documents with each utility and/or initiate the in-house final design as part of the applicant design process.
- b) Plan Processing and Final Design Coordination
 - i. Coordinate with civil engineer, architect and other design team members to review and obtain pertinent project design information for utility company design submittals.
 - ii. Complete Customer Information sheet with Client and/or team members
 - iii. Complete required authorization forms and/or related submittal documents.
 - iv. Prepare listing of required submittal information such as street improvement plans, grading, plot plans, etc.
 - v. Prepare preliminary schedule outlining anticipated tasks, duration and projected milestones.
 - vi. Prepare and submit appropriate documents and plans to each utility.
 - vii. Attend utility design conference and other related meetings as required during the preliminary design process.
 - viii. As applicable, submit Client approved preliminary design (prepared by Consultant) to utility to incorporate into their respective utility design.
 - ix. Maintain regular interface and coordination with each utility provider to complete the utility's preliminary designs.
 - x. Review and coordinate any preliminary design revisions with each utility provider.
 - xi. Review preliminary utility designs for accuracy and acceptance in preparation for team review and Client's approval and signature.
 - xii. As applicable, submit Client approved preliminary utility design to each utility provider

- for final design preparation.
 - xiii. Provide on-going interface and coordination with each utility to complete final utility design.
 - xiv. Review final design for accuracy and compatibility to preliminary design modifications.
 - xv. Coordinate final utility design review and approval with Client and design team. Provide AutoCAD plans to Client and consultants as directed and if available to allow for the production of overlays and comprehensive site utility documentation.
 - xvi. Coordinate and obtain each utility company's agreements, billings and right-of-way documents. Standard Scope assumes the standard utility easement and utility documents. Additional fees may result for the time associated with processing any non-standard agreements or easements including any third-party easement coordination
 - xvii. Review all utility agreements and easements for accuracy of cost methodology, rule application and conformance to the Client's requirements and responsibilities. Submitted billing/contract package to Client shall include a summary of costs and potential refunds for the Client's execution and payment.
 - xviii. Process executed agreements, billings and right-of-way documents with utilities.
 - xix. Verify completed/approved work order and/or design status with each utility.
 - xx. It is assumed that the Client will process any applicable applications and/or authorizations (including related streetlight forms) with the municipality as required.
- c) Pre-Construction
- i. Coordinate and attend one (1) pre-trench meeting (per work order) with utility representatives at Client's direction. Meeting to include utility representatives, Client's superintendent and trenching contractor with the goal of discussing any design or site issues and to establish utility installation schedules.
 - ii. Notify each utility provider of project schedule requirements in order to advance order all necessary materials and scheduling of crews to make-up and energize the system.
 - iii. Prepare and distribute one (1) construction schedule to the Client, development team, trenching contractor and utility inspectors based on the dates discussed at the pre-trench meeting.
 - iv. At the Client's request assist with construction coordination of dry utility installation following the completion of a pre-trench meeting. Any field coordination after the completion of the pre-trench meeting will be invoiced to the Client on a time-and-material basis.

R. DRY UTILITY COMPOSITE EXHIBIT

- a) Prepare a dry utility composite exhibit based reflective of the dry utility designs or concept utility infrastructure for the purpose of providing a comprehensive CAD file/exhibit to the development team members for review of proposed utility structure locations. The purpose of this exhibit is to identify and reduce the chance for potential design and/or construction conflicts.
 - i. Exhibit will include identification of trench and structure locations for each dry utility, street crossings and service extensions.
 - ii. Dry Utility composite to be overlaid onto civil base file showing sewer, water and storm drain locations as well as architectural and landscape features (as available in AutoCAD).
 - iii. Distribute AutoCAD linework reflective of dry utility infrastructure to development team for site coordination and review.

- iv. Upon development team review, submit to each utility company to assist in their design preparation.
- v. As available, verify approved utility designs with approved composite for accuracy.
- b) Utility composite exhibit is not to be used for construction purposes. Designs for facilities located inside buildings are excluded.
- c) Changes to composite plan after Client approval and/or due to revised files received from team members may warrant additional time and material fees.

S. STREET CROSSING/SLEEVING EXHIBIT- STANDARD SCOPE

- a) Prepare one (1) street crossing / sleeving exhibit per utility work order. Exhibit to be based on final utility designs unless required earlier and at the request of the Client.
- b) Street sleeve plan to show the proposed main-line, secondary and service crossings for the electric, telephone, gas and cable TV facilities.
- c) Crossings to also include conduit runs, if required for, electric meter pedestals, electric and telephone crossings for guard gated entries and streetlights.
- d) At the client's request, the crossing plan could also include the size and number of conduits for irrigation needs, shadow conduit systems or other client requested crossings. Any non-dry utility street crossings must be received from others in AutoCAD and formatted to drop into the overall base. Morrow Management will not be responsible to alter, move or modify any street crossings received from others.
- e) Integration and coordination of third-party sleeve information based on 4 hours of time. Additional time beyond the allocated hours will be billed on a time and material basis.
- f) If crossings other than the incumbent dry utility providers are requested, the Client or his/her assigned agent is to provide drawings, sketches or plans outlining the specific location, number of conduits, their size and schedule.

T. SERVICE WORK ORDER PROCESSING AND SCHEDULING

- a) Construction Coordination and Scheduling:
 - i. Based on dates provided by site superintendent, prepare service extend schedule and distribute to Client and trenching contractor for approval.
 - ii. Schedule telephone, cable TV and gas inspections and service installations per occurrence / phase of construction. Scheduling of required electric inspection(s) is to be coordinated by the trenching contractor.
 - iii. It is assumed Client or trenching contractor will coordinate mandrel inspections and actual cable dates.
 - iv. Fee structure accounts for separate effort to schedule service extend installation independent from the service work order processing mentioned above.
 - v. Service extends scheduling to be charged on a per schedule bases as referenced in the fee structure.

U. DEVELOPMENT MEETINGS/MISC. TASKS

Establish an hourly time-and-material budget to attend team and utility meetings and provide support related to miscellaneous dry utility tasks throughout the planning and design process for items not included as part of the standard work order design and coordination. Team meetings and miscellaneous tasks will be invoiced on a time-and-material basis with a not-to-exceed budget as outlined in the fee structure.

V. FIELD COORDINATION/CONSTRUCTION SUPPORT

Establish an hourly time-and-material budget to assist with field coordination items associated with the

installation of the dry utility infrastructure. Specific items include, but are not limited to the following:

- i. Utility / Contractor Scheduling
- ii. Field Conflict Resolution
- iii. CAD Survey Requests (staking)
- iv. Meter and Service Applications
- v. Meter Set Support
- vi. Inspection Request Coordination
- vii. Utility Design Exhibits and As-built Coordination
- viii. Development / Construction / Utility Meetings
- ix. Easement Processing (drafting and processing of separate legal descriptions)
- x. Equipment / Material Shop Drawing Submittals and Review
- xi. Applicant Install (Electrical) Scheduling and Coordination
- xii. Request for Information (RFI) Review and Response

W. REIMBURSABLE EXPENSES (TRAVEL)

Travel – All travel expenses including but not limited to; airfare / transportation, hotel accommodations, rental car, parking and toll charges shall be reimbursed by the Client at a direct cost as incurred. Morrow Management will make every effort to reduce all travel related expenses by making advance reservations. Any potential individual travel charge in excess of \$500 will need to be reviewed and approved by the Client before booking. Employee travel time will be invoiced as a reimbursable expense at the applicable hourly rates below in two-hour increments for all time in transit. A daily per diem will be assessed for all travel days per current California rates.

SCHEDULE OF FEES

I. SURVEY AND MAPPING

A. DESIGN SURVEY	\$7,800.00
B. PRELIMINARY TITLE REPORT REVIEW	\$2,970.00
C. BASE MAPPING QUALITY CONTROL	\$1,980.00
<u>Subtotal:</u>	<u>\$12,750.00</u>

II. FINAL ENGINEERING

D. INFILTRATION TESTING	\$5,290.00
E. PRECISE GRADING PLAN	\$9,120.00
F. EROSION CONTROL PLAN	\$4,560.00
G. WATER AND SEWER IMPROVEMENT PLAN	\$6,300.00
H. STREET IMPROVEMENT PLAN	\$6,720.00
I. HYDROLOGY STUDY	\$5,640.00
J. FINAL WATER QUALITY MANAGEMENT PLAN	\$10,000.00
K. COVENANT AND AGREEMENT	\$2,000.00
L. WATER QUALITY MANAGEMENT PLAN (WQMP) EASEMENT	\$2,970.00
M. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	\$6,000.00
N. SMARTS NOTICE OF INTENT SUPPORT	\$500.00
O. AGENCY PROCESSING	\$6,240.00

Attachment: Second Amendment with CASC, Inc. (5979) : APPROVE THE SECOND AMENDMENT TO THE AGREEMENT FOR ON-CALL

P. MEETINGS AND COORDINATION	\$7,800.00
	<u>Subtotal: \$73,140.00</u>

III. UTILITY COORDINATION AND MANAGEMENT

Q. NEW BUSINESS- UTILITY COORDINATION AND MANAGEMENT	
- MORENO VALLEY UTILITY ELECTRIC	\$7,475.00
- SOUTHERN CALIFORNIA GAS COMPANY	\$4,830.00
- FRONTIER COMMUNICATIONS	\$2,875.00
- CHARTER COMMUNICATIONS	\$2,875.00
R. DRY UTILITY COMPOSITE EXHIBIT	\$4,025.00
S. STREET CROSSING/SLEEVE EXHIBIT	\$1,150.00
T. RESIDENTIAL SERVICE EXTEND SCHEDULING	\$575.00
U. DEVELOPMENT MEETINGS/MISC. TASKS (HOURLY)	\$2,875.00
V. FIELD COORDINATION/CONSTRUCTION SUPPORT (HOURLY)	\$1,725.00
W. REIMBURSABLE EXPENSES (TRAVEL)	\$575.00
	<u>Subtotal: \$28,980.00</u>
	<u>TOTAL: \$114,870.00</u>

Attachment: Second Amendment with CASC, Inc. (5979 : APPROVE THE SECOND AMENDMENT TO THE AGREEMENT FOR ON-CALL



Report to City Council

TO: Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: December 6, 2022

TITLE: PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - AMENDMENT NOS. 50-55, 57, 61 (RESO. NOS. CSD 2022-__ TO CSD 2022-__)

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 50) (Amelia Ramirez Mendoza, located at 15330 Theresa Ave.).
2. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 51) (Trinidad Juarez, located at 24707 Carolyn Ave.).
3. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 52) (Raul and Maria Mendoza, located at 14138 Blue Ribbon Ln.).

4. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 53) (Moreno Valley M.O.B., located north of Eucalyptus Ave. between Day St. and Memorial Way).
5. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 54) (Mercedes Lazaro Catalan Ma and David Flores Lazaro, located at 25702 Dandelion Ct.).
6. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 55) (Wagih Sewiha and Nagwa Mikhaeil, located at 24708 Patrician Ct.).
7. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 57) (Nayeli Velasco, located at 24576 Qualton Ct.).
8. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 61) (Ruben Pelayo, located at 13622 Persimmon Rd.).

SUMMARY

Adoption of the resolutions (Attachments 1-8) will certify the annexation of 8 parcels into Community Facilities District (CFD) No. 2021-01 (Parks Maintenance) ("District"). This action impacts only the property owners identified below, not the general citizens or taxpayers of the City.

DISCUSSION

As a condition of approval for the development projects identified below, the applicants are required to provide an ongoing funding source for maintenance of certain public facilities (e.g., parks). The funding is used to mitigate the cost of the impacts created by the proposed development.

Property Owner Project ACP Record #s	Amendment No.	APNs	Location
Amelia Ramirez Mendoza Accessory Dwelling Unit (ADU) PEN20-0128/SCP22-0072	50	485-142-018	15330 Theresa Ave.
Trinidad Juarez Accessory Dwelling Unit (ADU) SCP22-0033	51	482-631-030	24707 Carolyn Ave.
Raul and Maria Mendoza Accessory Dwelling Unit (ADU) PEN22-0028/SCP22-0076	52	486-270-015	14138 Blue Ribbon Ln.
Moreno Valley M.O.B. Medical Office Building at Towngate Square PEN20-0010/SCP22-0078	53	291-650-007	North of Eucalyptus Ave. between Day St. and Memorial Way
Mercedes Lazaro Catalan Ma and David Flores Lazaro Accessory Dwelling Unit (ADU) SCP22-0018	54	479-582-017	25702 Dandelion Ct.
Wagih Sewiha and Nagwa Mikhaeil Accessory Dwelling Unit (ADU) SCP22-0074	55	485-064-022	24708 Patrician Ct.
Nayeli Velasco Accessory Dwelling Unit (ADU) SCP22-0083	57	482-653-029	24576 Qualton Ct.
Ruben Pelayo Accessory Dwelling Unit (ADU) SCP22-0086	61	482-396-002	13622 Persimmon Rd.

On June 1, 2021, the CSD Board formed CFD No. 2021-01, pursuant to the Mello-Roos Community Facilities Act of 1982. The District was created to provide the development community with an alternative funding tool to mitigate the impacts of their proposed development. If a property owner elects to annex the parcels of their development into the District, they also authorize the CSD to annually levy a special tax, collected on the annual property tax bill, against property in the development project. Thus, satisfying the condition of approval.

On December 21, 2021, the CSD Board adopted Ordinance No. 56, which designated the entire territory of the City as a future annexation area for the District. With the future annexation area designated, annexations can occur without an additional public hearing as long as the annexing landowner provides unanimous consent. Once annexed, parcels are subject to the annual special tax to fund the service they are receiving.

An applicant has two options to satisfy the condition(s) of approval:

1. The property owner submits a Landowner Petition unanimously approving annexation of the property into the District. Approval of the petition and special tax rate allows the City to annually levy the special tax on the property tax bill of the property. This option is only available if there are fewer than 12 registered voters living within the proposed annexation area; or
2. The applicant funds an endowment in an amount sufficient to yield an

annual revenue stream that meets the annual obligation and provides for the ongoing operation and maintenance of parks facilities.

The Property Owners listed above elected to annex their property into CFD No. 2021-01 and have the special tax applied to the annual property tax bill. The Office of the Riverside County Registrar of Voters confirmed the number of registered voters residing at each property, allowing a special election of the landowner. Adoption of the resolutions (Attachments 1-8) amends the District and adds the property to the tax rate area identified in the Fiscal Impact section of this report. The resolutions also direct the recordation of the boundary maps (Attachments 9-16) and amended notice of special tax liens for the amendments. The Election Official confirmed the Property Owners unanimously approved the annexation of their property into the District (Attachments 17-24).

ALTERNATIVES

1. Adopt the resolutions. *Staff recommends this alternative since it will annex the properties into CFD No. 2021-01 at the request of the Property Owners and satisfy the condition of approval for the proposed developments.*
2. Do not adopt the resolutions. *Staff does not recommend this alternative because it is contrary to the request of the Property Owners, will not satisfy the condition of approval, and may delay development of the projects.*
3. Do not adopt the resolutions but rather continue the item to a future regularly scheduled City Council meeting. *Staff does not recommend this alternative as it will delay the Property Owners from satisfying the condition of approval and may delay development of the projects.*

FISCAL IMPACT

Revenue received from the special tax is restricted and can only be used to fund the services for each tax rate area within the District. The special tax can only be applied to a property tax bill of a parcel wherein the qualified electors (i.e., landowners or registered voters, depending upon the number of registered voters) have previously provided approval. If the projected revenue from the maximum special tax exceeds what is necessary to fund the services within the tax rate area, a lower amount will be applied to the property tax bill for all of the properties within the affected tax rate area. The maximum special tax rates are detailed below.

Property Owner Project ACP Record #s	Amendment No.	Property Type	FY 2022/23 Maximum Special Tax Rate
Amelia Ramirez Mendoza Accessory Dwelling Unit (ADU) PEN20-0128/SCP22-0072	50	Single-Family	\$308.39 per unit
Trinidad Juarez Accessory Dwelling Unit (ADU) SCP22-0033	51	Single-Family	\$308.39 per unit
Raul and Maria Mendoza Accessory Dwelling Unit (ADU) PEN22-0028/SCP22-0076	52	Single-Family	\$308.39 per unit
Moreno Valley M.O.B. Medical Office Building at Towngate Square PEN20-0010/SCP22-0078	53	Office	\$32.91 per bldg. sq ft
Mercedes Lazaro Catalan Ma and David Flores Lazaro Accessory Dwelling Unit (ADU) SCP22-0018	54	Single-Family	\$308.39 per unit
Wagih Sewiha and Nagwa Mikhaeil Accessory Dwelling Unit (ADU) SCP22-0074	55	Single-Family	\$308.39 per unit
Nayeli Velasco Accessory Dwelling Unit (ADU) SCP22-0083	57	Single-Family	\$308.39 per unit
Ruben Pelayo Accessory Dwelling Unit (ADU) SCP22-0086	61	Single-Family	\$308.39 per unit

The maximum special tax rate is subject to an annual inflation adjustment based on the change in the Consumer Price Index (CPI) or five percent (5%), whichever is greater. However, the annual adjustment cannot be applied unless the CSD Board annually authorizes such adjustment. The increase to the maximum special tax rate cannot exceed the annual inflationary adjustment without a two-thirds approval of the qualified electors within the affected tax rate area.

NOTIFICATION

The Landowner Petitions were emailed to the Property Owners on September 27th, October 17th, 28th, 31st and November 10th.

PREPARATION OF STAFF REPORT

Prepared by:
Kimberly Ganimian
Special Districts Division Manager

Department Head Approval:
Brian Mohan
Assistant City Manager

Concurred by:
Jeremy Bubnick
Parks & Community Services Director

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

1. Resolution Ordering Annexation - Amendment No. 50
2. Resolution Ordering Annexation - Amendment No. 51
3. Resolution Ordering Annexation - Amendment No. 52
4. Resolution Ordering Annexation - Amendment No. 53
5. Resolution Ordering Annexation - Amendment No. 54
6. Resolution Ordering Annexation - Amendment No. 55
7. Resolution Ordering Annexation - Amendment No. 57
8. Resolution Ordering Annexation - Amendment No. 61
9. Boundary Map - Amendment No. 50
10. Boundary Map - Amendment No. 51
11. Boundary Map - Amendment No. 52
12. Boundary Map - Amendment No. 53

- 13. Boundary Map - Amendment No. 54
- 14. Boundary Map - Amendment No. 55
- 15. Boundary Map - Amendment No. 57
- 16. Boundary Map - Amendment No. 61
- 17. Certificate of Election Official Amendment No. 50
- 18. Certificate of Election Official Amendment No. 51
- 19. Certificate of Election Official Amendment No. 52
- 20. Certificate of Election Official Amendment No. 53
- 21. Certificate of Election Official Amendment No. 54
- 22. Certificate of Election Official Amendment No. 55
- 23. Certificate of Election Official Amendment No. 57
- 24. Certificate of Election Official Amendment No. 61

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/23/22 8:02 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/23/22 9:31 AM

RESOLUTION NO. 2022-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 50 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and are subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1

Resolution No. 2022-____
Date Adopted: December 6, 2022

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcels associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

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

2
Resolution No. CSD 2022-____
Date Adopted: December 6, 2022

APPROVED AND ADOPTED this 6th day of December 2022.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2022-3
Date Adopted: December 6, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 50 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2022-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

4
Resolution No. CSD 2022-____
Date Adopted: December 6, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 50 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

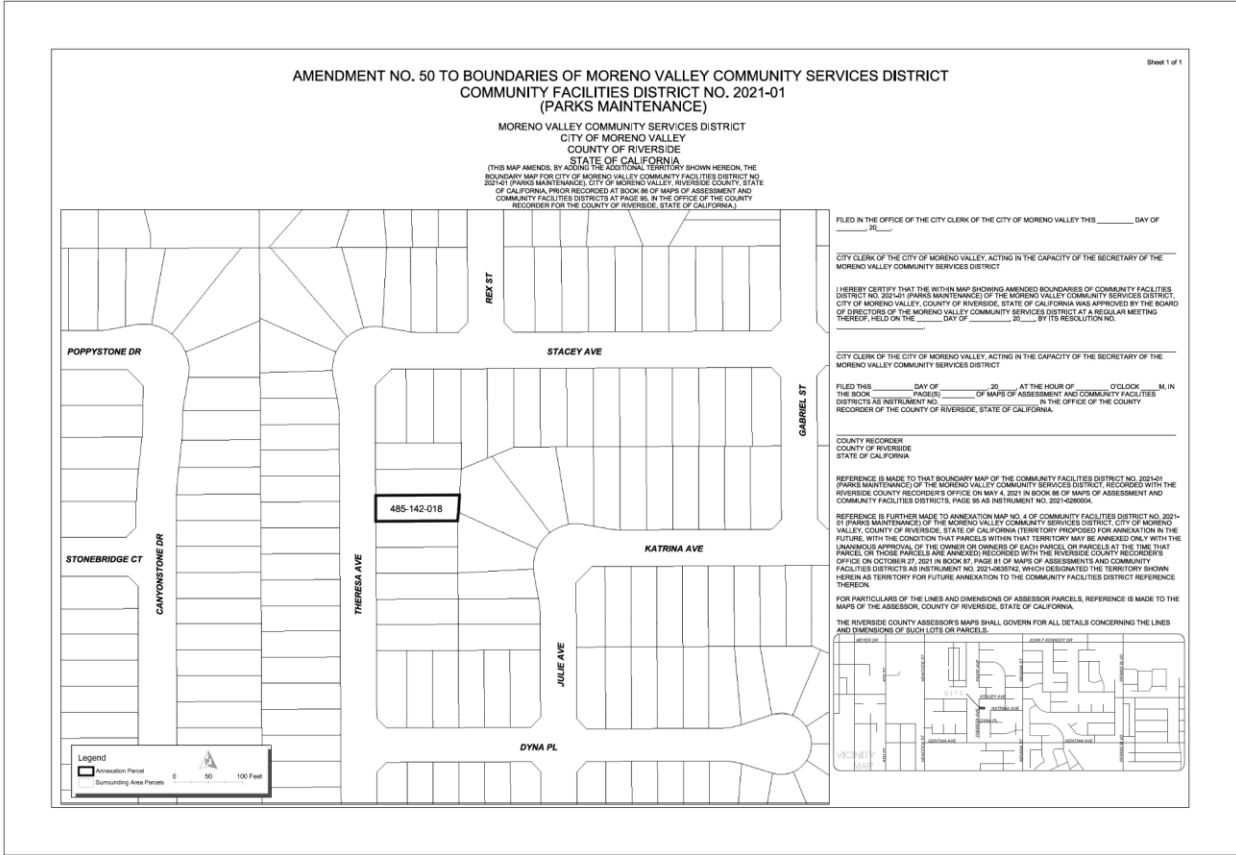
EXHIBIT A

List of Annexation Parcels	
Amendment Map No.	Assessor's Parcel Numbers
50	485-142-018

Attachment: Resolution Ordering Annexation - Amendment No. 50 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: December 6, 2022

EXHIBIT B



Attachment: Resolution Ordering Annexation - Amendment No. 50 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION NO. 2022-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 51 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and are subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1

Resolution No. 2022-____
Date Adopted: December 6, 2022

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcels associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

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

APPROVED AND ADOPTED this 6th day of December 2022.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2022-3
Date Adopted: December 6, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 51 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2022-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2022-____
Date Adopted: December 6, 2022

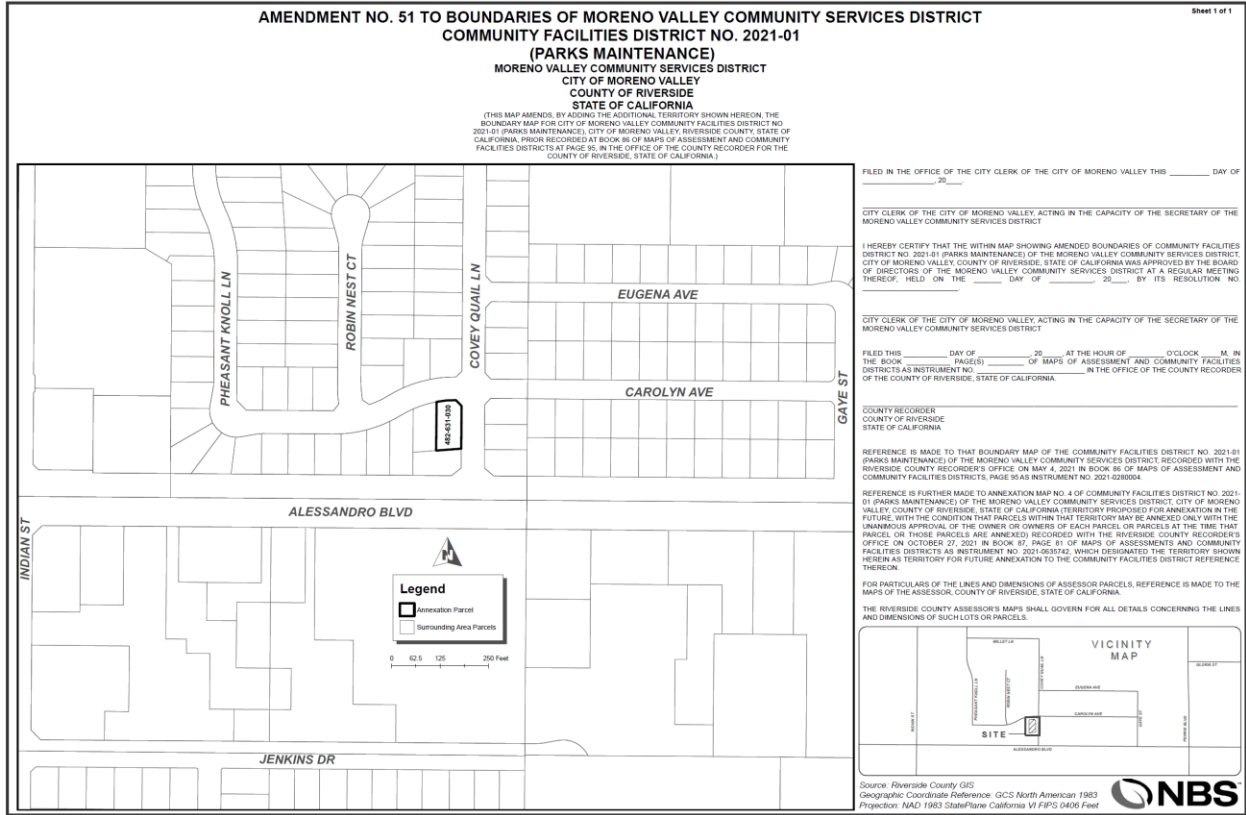
EXHIBIT A

List of Annexation Parcel(s)	
Amendment Map No.	Assessor's Parcel Number
51	482-631-030

Attachment: Resolution Ordering Annexation - Amendment No. 51 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: December 6, 2022

EXHIBIT B



Attachment: Resolution Ordering Annexation - Amendment No. 51 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION NO. 2022-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 52 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and are subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1

Resolution No. 2022-____
Date Adopted: December 6, 2022

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcels associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

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

APPROVED AND ADOPTED this 6th day of December 2022.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2022-3
Date Adopted: December 6, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 52 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2022-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2022-____ 4
Date Adopted: December 6, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 52 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

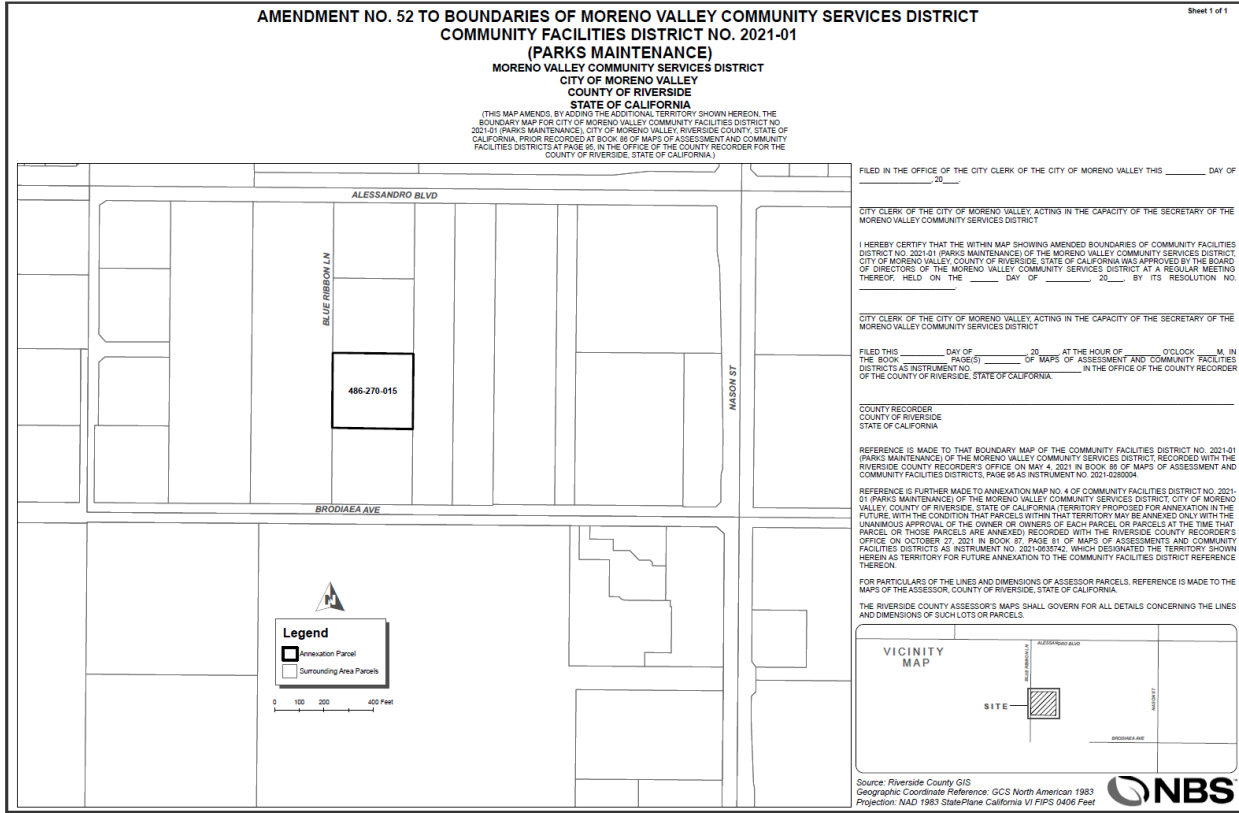
EXHIBIT A

List of Annexation Parcel(s)	
Amendment Map No.	Assessor's Parcel Number
52	486-270-015

Attachment: Resolution Ordering Annexation - Amendment No. 52 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: December 6, 2022

EXHIBIT B



Attachment: Resolution Ordering Annexation - Amendment No. 52 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION NO. 2022-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 53 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and are subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1

Resolution No. 2022-____
Date Adopted: December 6, 2022

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcels associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

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

APPROVED AND ADOPTED this 6th day of December 2022.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2022-3
Date Adopted: December 6, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 53 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2022-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2022-____
Date Adopted: December 6, 2022

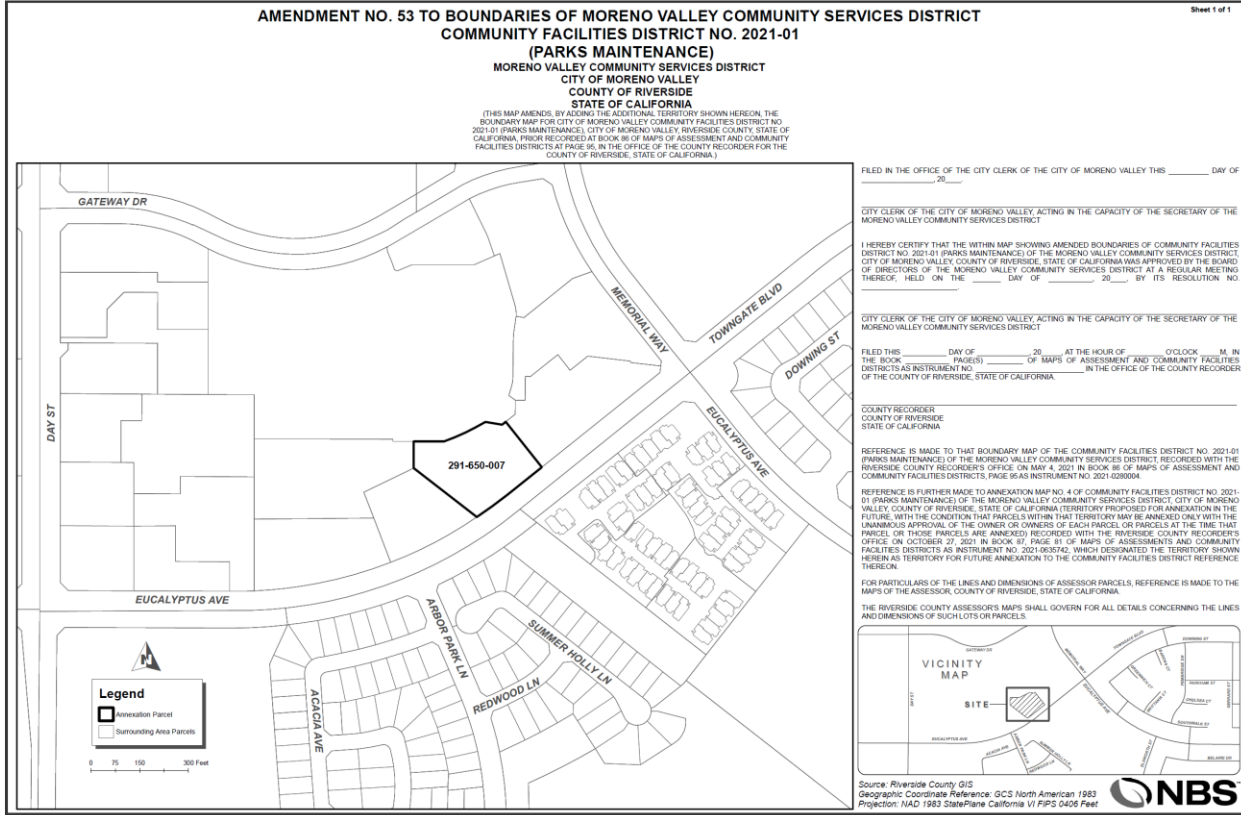
EXHIBIT A

List of Annexation Parcel(s)	
Amendment Map No.	Assessor's Parcel Number
53	291-650-007

Attachment: Resolution Ordering Annexation - Amendment No. 53 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: December 6, 2022

EXHIBIT B



Attachment: Resolution Ordering Annexation - Amendment No. 53 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION NO. 2022-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 54 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and are subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1

Resolution No. 2022-____
Date Adopted: December 6, 2022

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcels associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

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

2
Resolution No. CSD 2022-_____
Date Adopted: December 6, 2022

APPROVED AND ADOPTED this 6th day of December 2022.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2022-3
Date Adopted: December 6, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 54 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2022-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2022-____
Date Adopted: December 6, 2022

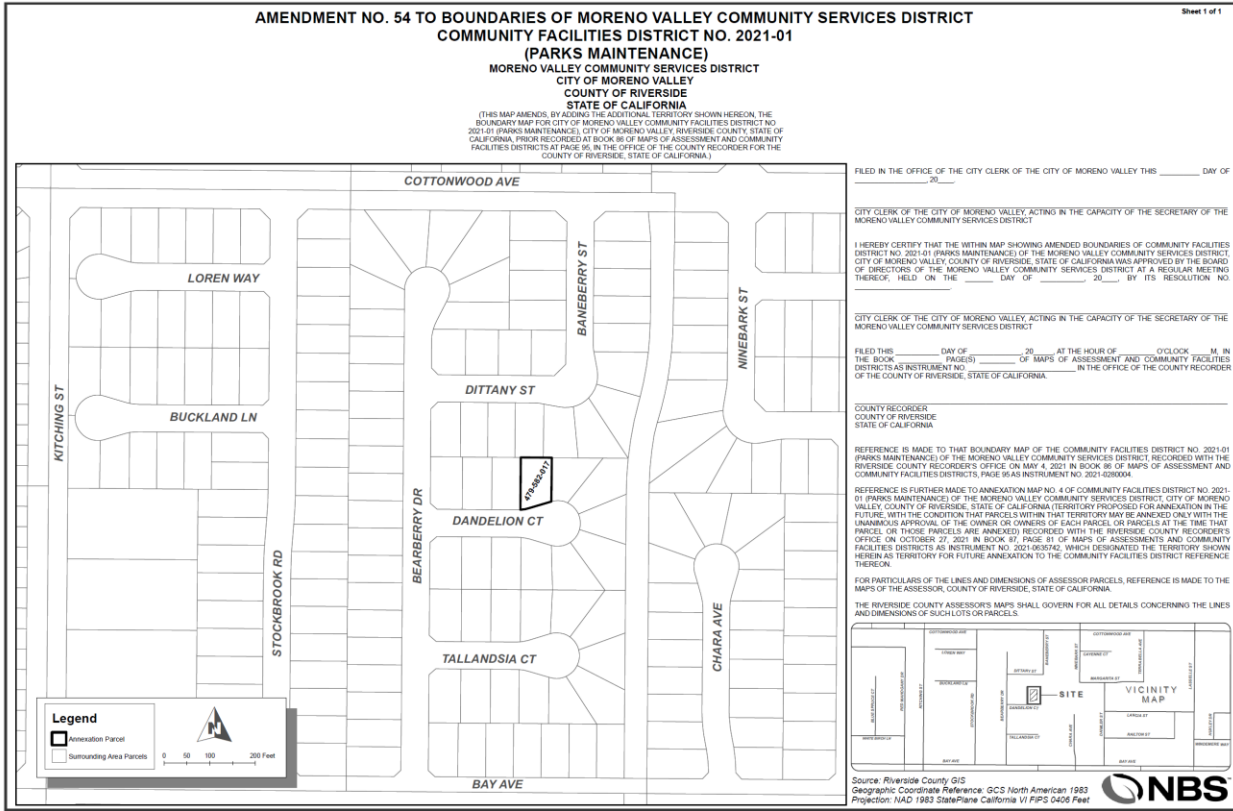
EXHIBIT A

List of Annexation Parcel(s)	
Amendment Map No.	Assessor's Parcel Number
54	479-582-017

Attachment: Resolution Ordering Annexation - Amendment No. 54 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: December 6, 2022

EXHIBIT B



Attachment: Resolution Ordering Annexation - Amendment No. 54 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION NO. 2022-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 55 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and are subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1

Resolution No. 2022-____
Date Adopted: December 6, 2022

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcels associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

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

APPROVED AND ADOPTED this 6th day of December 2022.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2022-3
Date Adopted: December 6, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 55 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2022-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2022-____
Date Adopted: December 6, 2022

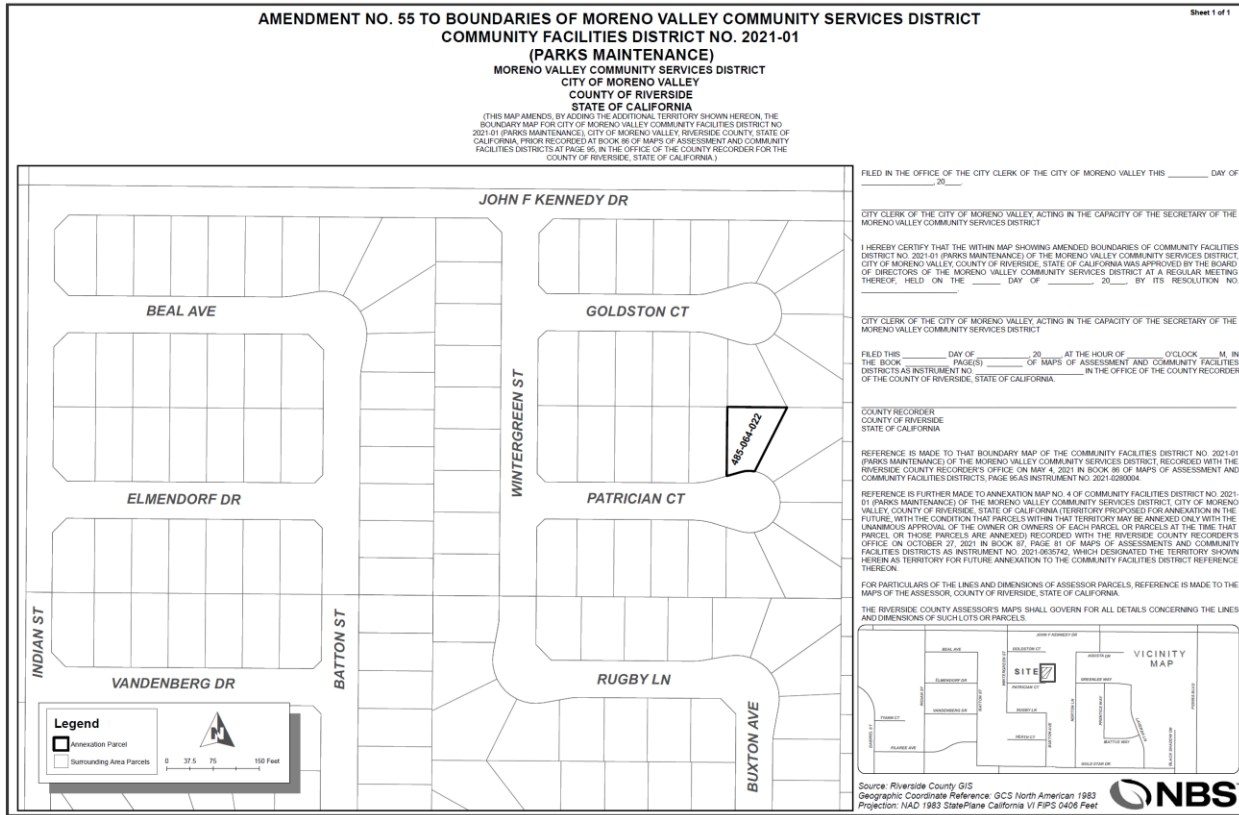
EXHIBIT A

List of Annexation Parcels	
Amendment Map No.	Assessor's Parcel Numbers
55	485-064-022

Attachment: Resolution Ordering Annexation - Amendment No. 55 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: December 6, 2022

EXHIBIT B



Attachment: Resolution Ordering Annexation - Amendment No. 55 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION NO. 2022-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 57 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and are subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1

Resolution No. 2022-____
Date Adopted: December 6, 2022

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcels associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

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

APPROVED AND ADOPTED this 6th day of December 2022.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2022-3
Date Adopted: December 6, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 57 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2022-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2022-____
Date Adopted: December 6, 2022

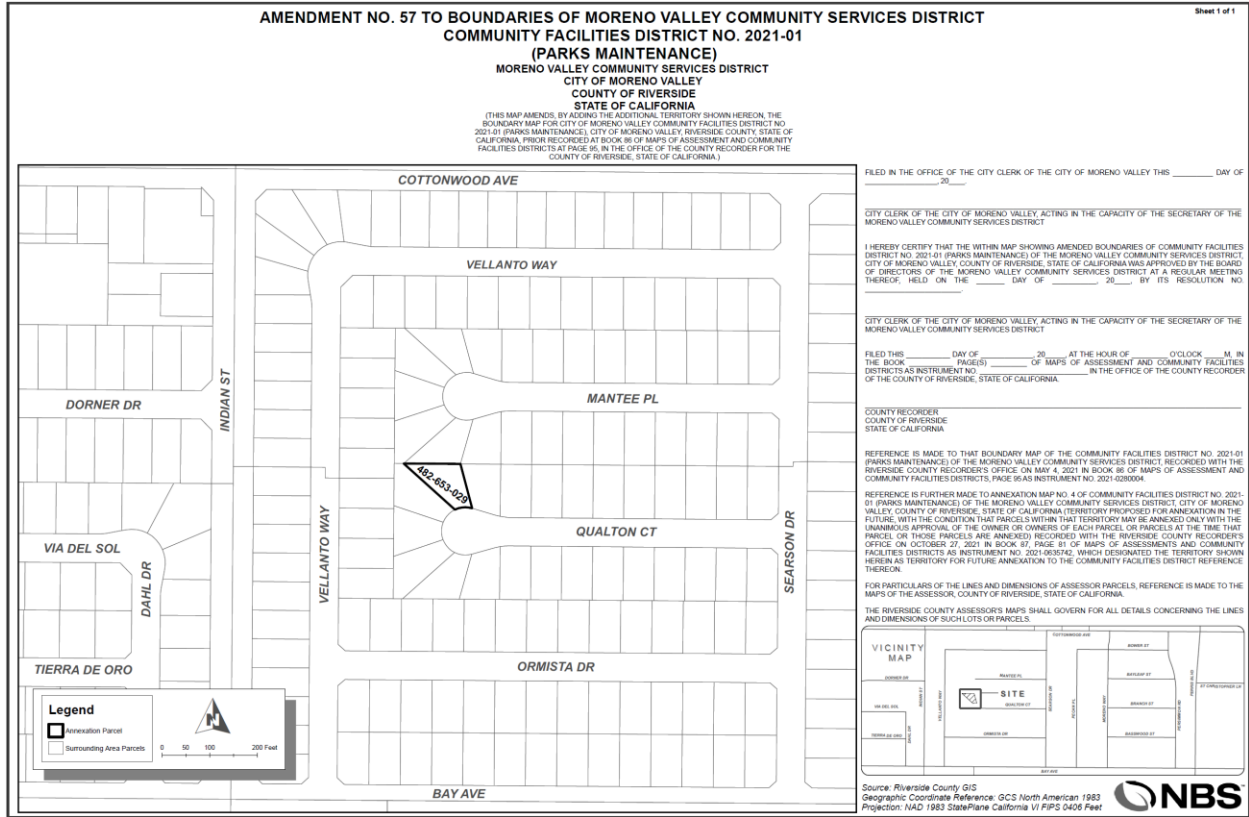
EXHIBIT A

List of Annexation Parcel(s)	
Amendment Map No.	Assessor's Parcel Number
57	482-653-029

Attachment: Resolution Ordering Annexation - Amendment No. 57 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: December 6, 2022

EXHIBIT B



Attachment: Resolution Ordering Annexation - Amendment No. 57 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION NO. 2022-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 61 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and are subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1

Resolution No. 2022-____
Date Adopted: December 6, 2022

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcels associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

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

APPROVED AND ADOPTED this 6th day of December 2022.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2022-3
Date Adopted: December 6, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 61 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2022-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2022-____
Date Adopted: December 6, 2022

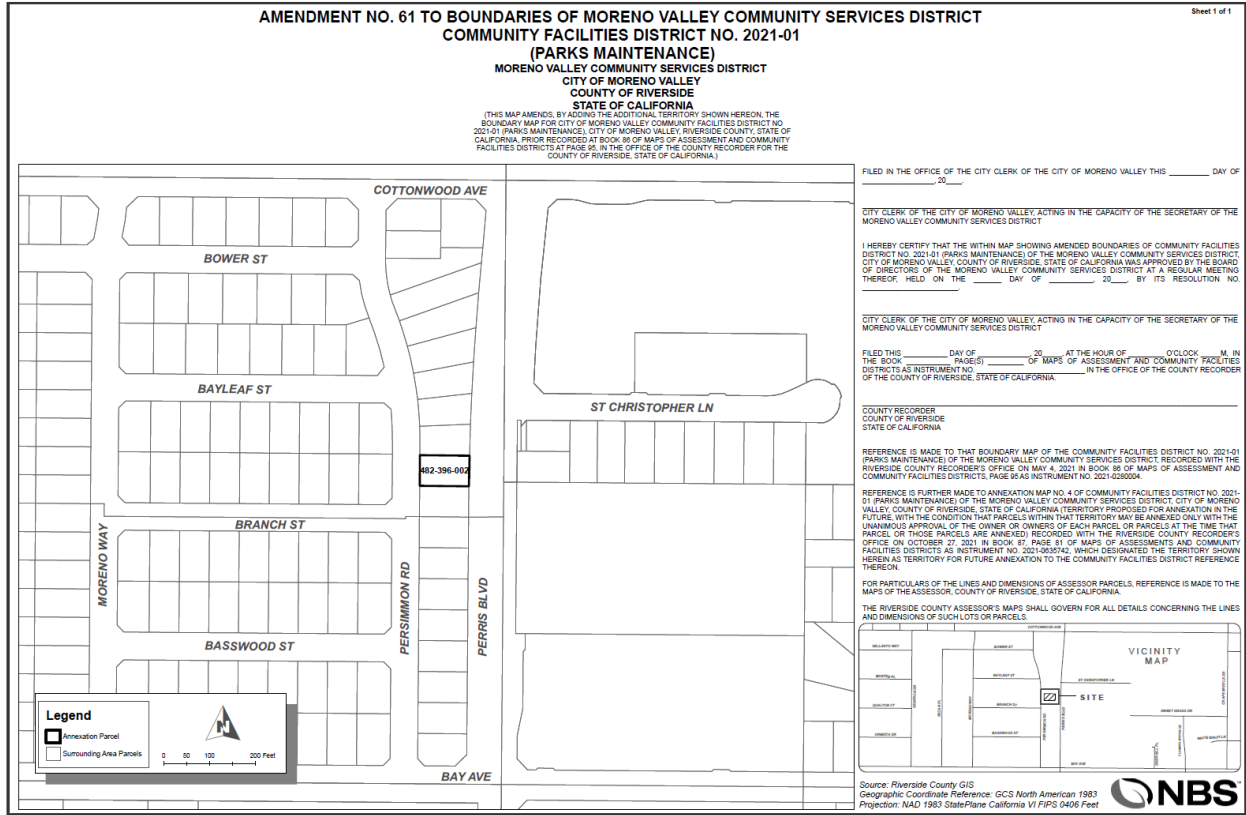
EXHIBIT A

List of Annexation Parcel(s)	
Amendment Map No.	Assessor's Parcel Number
61	482-396-002

Attachment: Resolution Ordering Annexation - Amendment No. 61 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: December 6, 2022

EXHIBIT B



Attachment: Resolution Ordering Annexation - Amendment No. 61 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

AMENDMENT NO. 50 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)

Sheet 1 of 1

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA
(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE
BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO.
2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE
OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND
COMMUNITY FACILITIES DISTRICTS AT PAGE 88, IN THE OFFICE OF THE COUNTY
RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____ 20____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____ 20____ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____ 20____ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

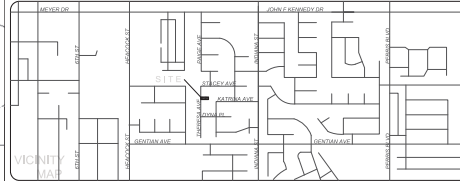
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 88 AS INSTRUMENT NO. 2021-0289004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



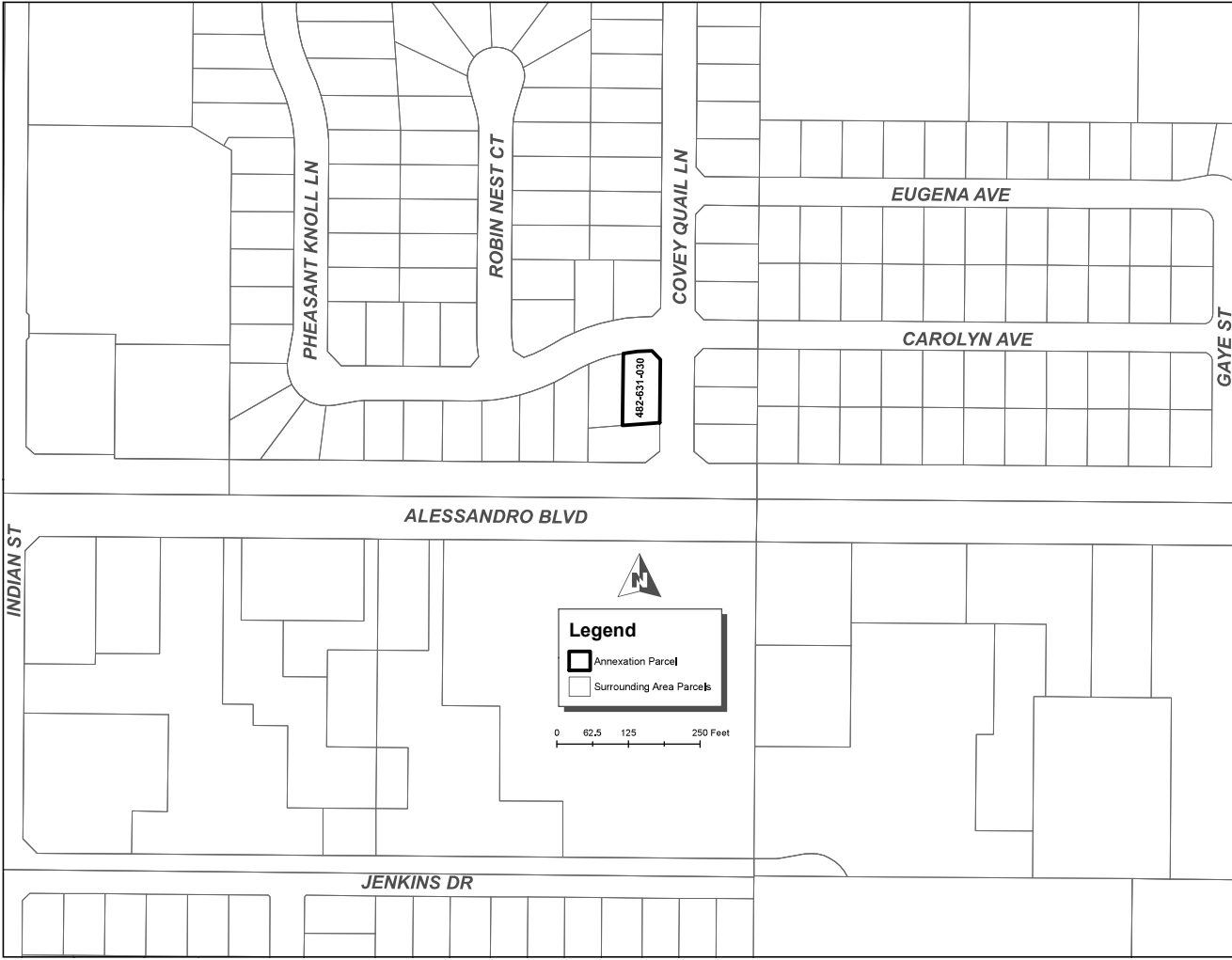
Attachment: Boundary Map - Amendment No. 50 (5998 : PURSUANT TO LANDOWNER PETITIONS,

**AMENDMENT NO. 51 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)**

Sheet 1 of 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20____

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____, 20____ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

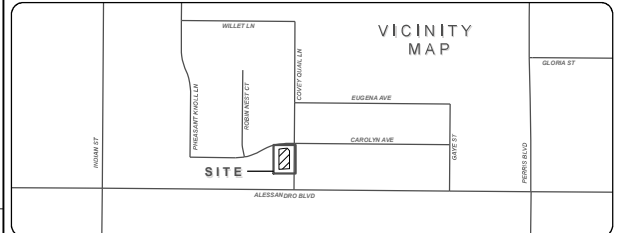
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



Attachment: Boundary Map - Amendment No. 51 (5998 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 52 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)

Sheet 1 of 1

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____ 20____

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____ 20____ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____ 20____ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

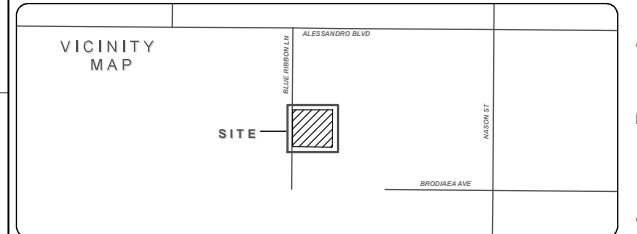
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



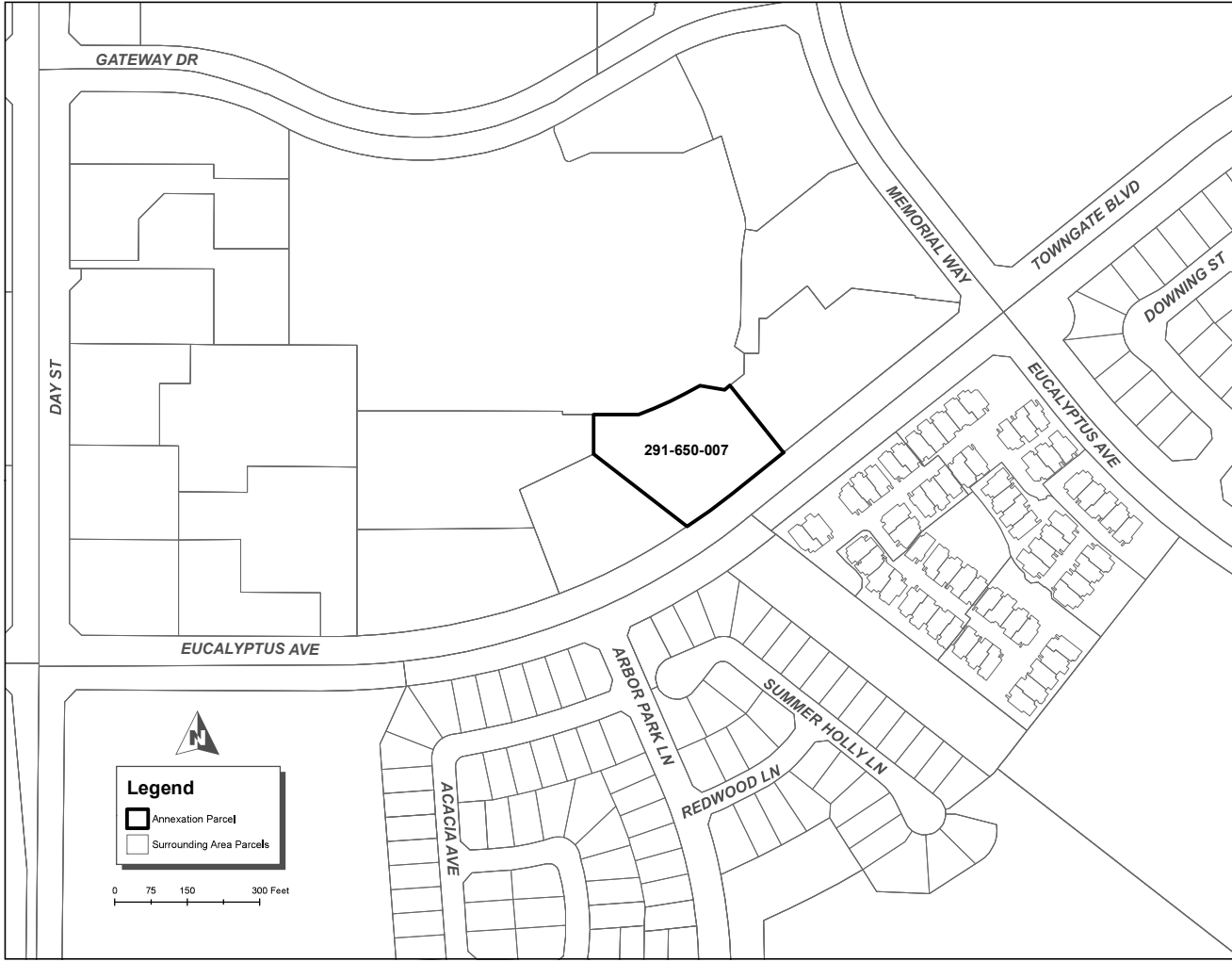
Attachment: Boundary Map - Amendment No. 52 (5998) : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 53 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)

Sheet 1 of 1

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20____

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____, 20____ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

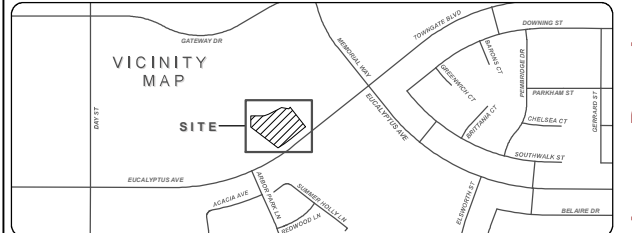
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



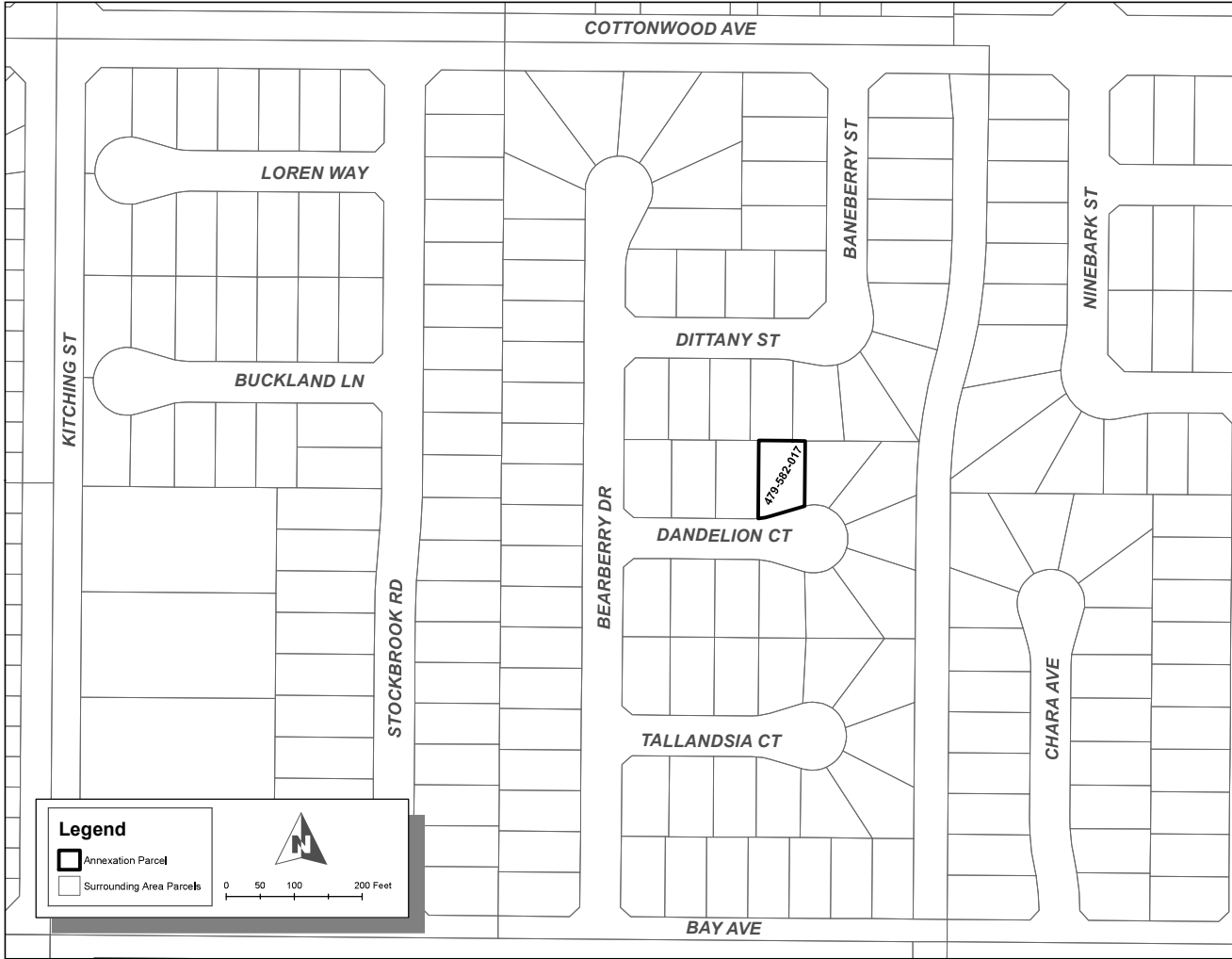
Attachment: Boundary Map - Amendment No. 53 (5998 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 54 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)

Sheet 1 of 1

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____ 20__

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____ 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____ 20__ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

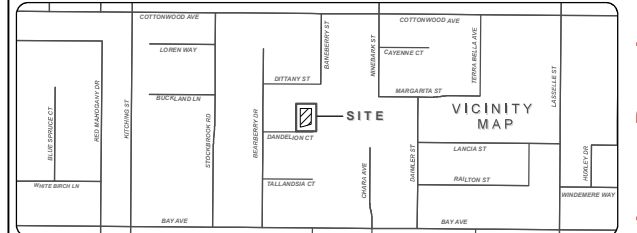
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



Legend
□ Annexation Parcel
□ Surrounding Area Parcels
0 50 100 200 Feet

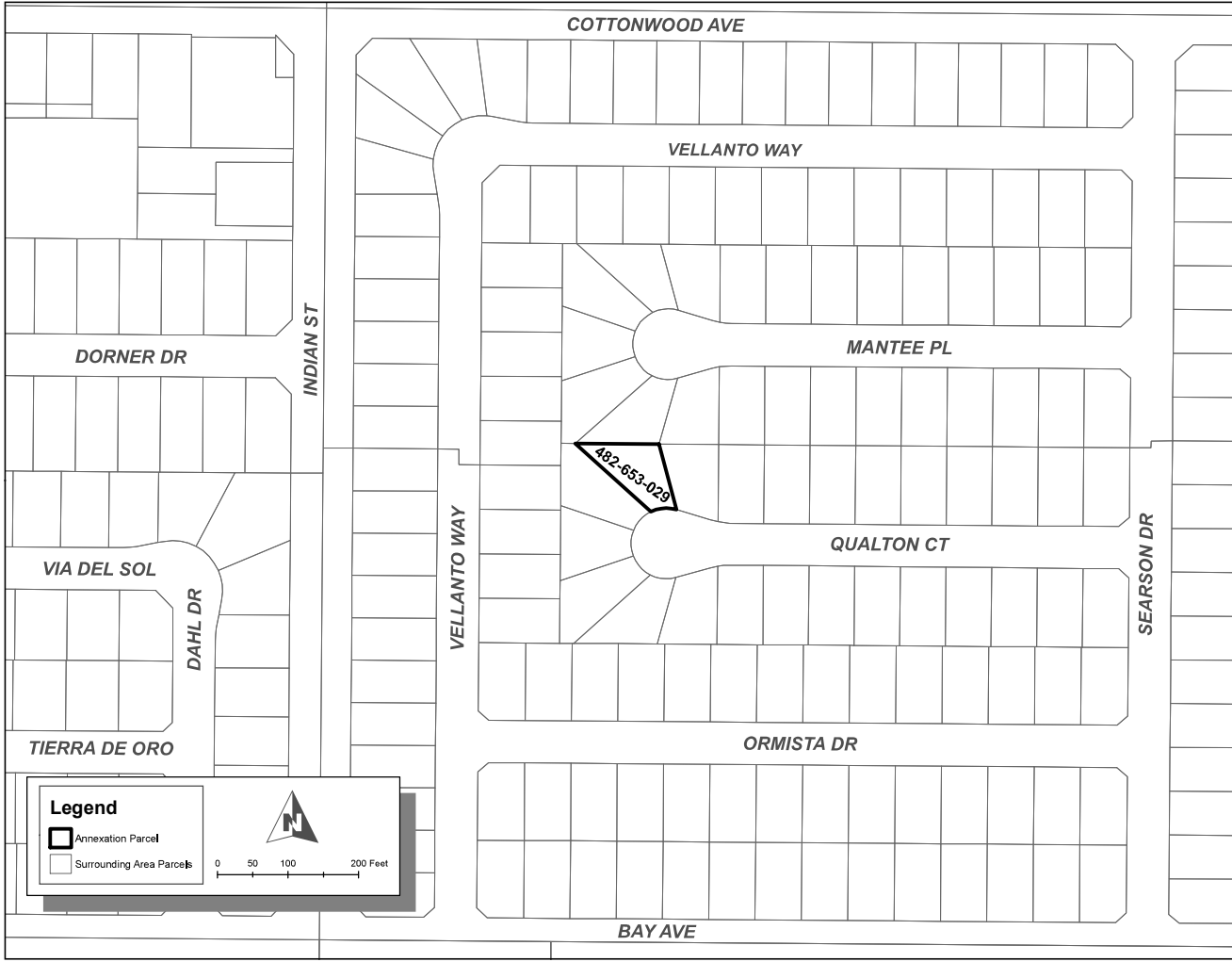
Attachment: Boundary Map - Amendment No. 54 (5998 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 57 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)

Sheet 1 of 1

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20____

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____, 20____ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

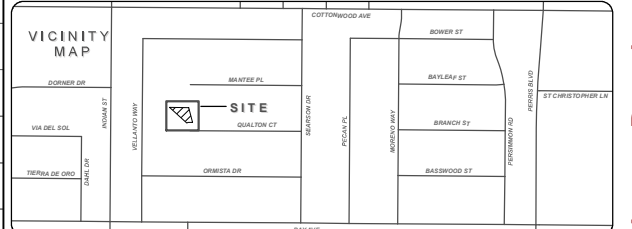
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



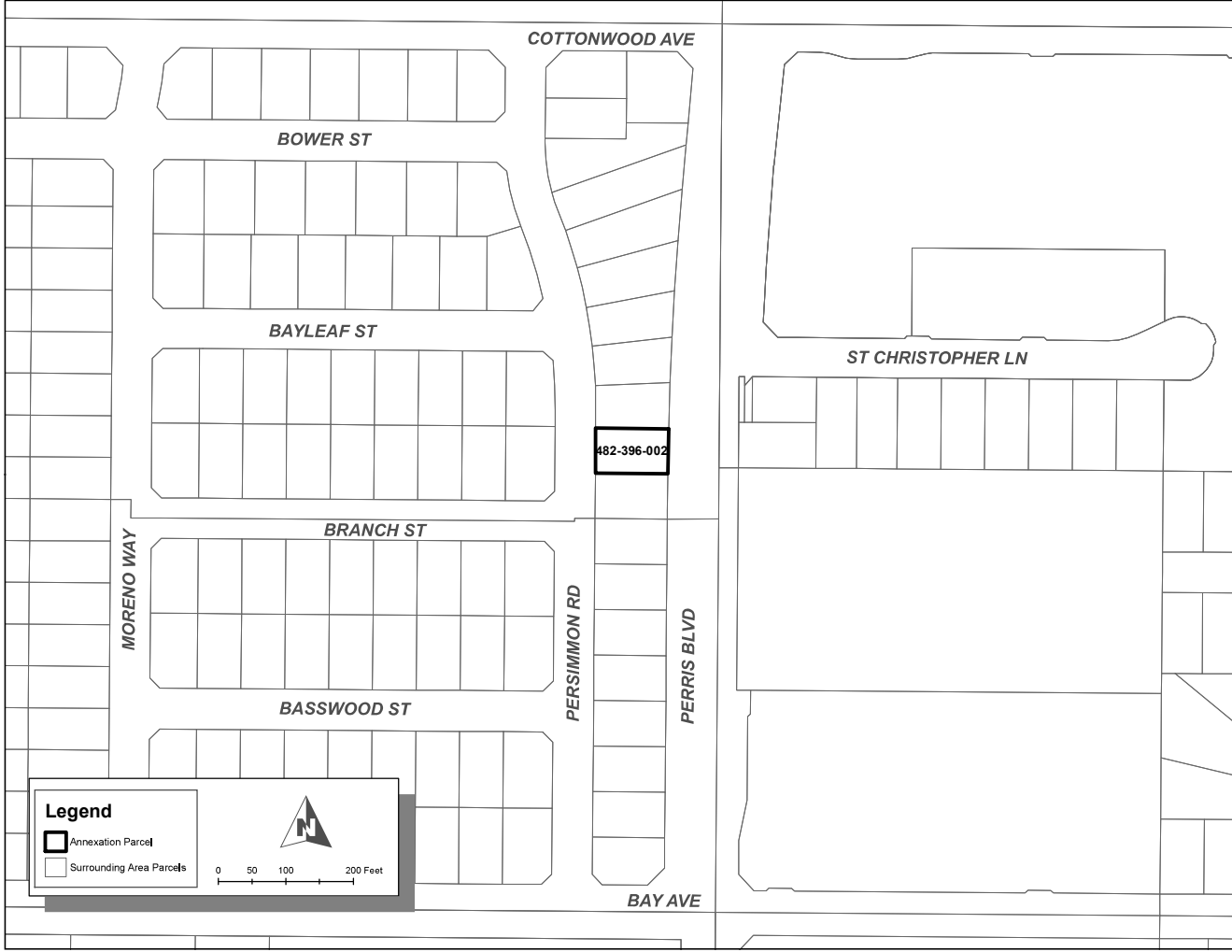
Attachment: Boundary Map - Amendment No. 57 (5998 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 61 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)

Sheet 1 of 1

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20__

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____, 20__ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



Legend
[] Annexation Parcel
[] Surrounding Area Parcels
0 50 100 200 Feet

Attachment: Boundary Map - Amendment No. 61 (5998 : PURSUANT TO LANDOWNER PETITIONS,

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **October 31, 2022**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 50

WITNESS my hand this ____31st____ day of ____October____, 2022.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official Amendment No. 50 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**


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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **November 2, 2022**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 51

WITNESS my hand this 2nd day of November , 2022.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official Amendment No. 51 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **November 7, 2022**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 52

WITNESS my hand this _____ 7th _____ day of _____ November _____, 2022.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official Amendment No. 52 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**


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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **November 17, 2022**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 53

WITNESS my hand this _____ 17th _____ day of _____ November _____, 2022.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official Amendment No. 53 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **November 8, 2022**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 54

WITNESS my hand this _____8th_____ day of _____November_____, 2022.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official Amendment No. 54 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**


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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **October 27, 2022**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 55

WITNESS my hand this _____27th_____ day of ___October_____, 2022.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official Amendment No. 55 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**


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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **November 1, 2022**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 57

WITNESS my hand this _____ 1st _____ day of _____ November _____, 2022.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official Amendment No. 57 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

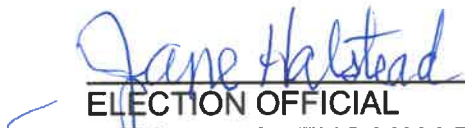
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **November 15, 2022**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 61

WITNESS my hand this _____15th_____ day of _____November_____, 2022.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official Amendment No. 61 (5998 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: December 6, 2022

TITLE: APPEALS (PAA22-0002 AND PAA22-0003) FOR THE MORENO BUSINESS CENTER (PEN20-0162 (PEN21-0079))

RECOMMENDED ACTION

Recommendations: That the City Council:

1. **ADOPT** Resolution No. 2022-XX, attached hereto, **DENYING** Appeals PAA22-0002 and PAA22-0003,
AND:
 1. **ADOPTING** the Initial Study/Mitigated Negative Declaration prepared for Plot Plan PEN20-0162 (PEN21-0079) on file with the Community Development Department, incorporated herein by this reference, which was completed in compliance with CEQA and the CEQA Guidelines, and reflects that the Planning Commission and City reviewed and considered the information contained in the Initial Study/Mitigated Negative Declaration, and exercised its independent judgment and analysis of the proposed Project's potential environmental impacts; and
 2. **ADOPTING** the Mitigation Monitoring and Reporting Program prepared for the Project, which consists of Plot Plan PEN20-0162 (PEN21-0079) pursuant to CEQA and the CEQA Guidelines.
2. **ADOPT** Resolution No. 2022-XX attached hereto,
AND:
 1. **APPROVING** Plot Plan PEN20-0162 (PEN21-0079) based on the Recital, Evidence contained in the Administrative Records, and Findings as set forth in Resolution No. 2022-XX.

SUMMARY

This report recommends denying Appeals PAA22-0002 and PPA22-0003 and approving PEN20-0162 (PEN21-0079), the development application for the Moreno Valley Business Center for the development of a 164,187 square foot light industrial building on 8.2 acres located on the northeast corner of Alessandro Boulevard and Day Street in the Business Flex (BF) District.

DISCUSSION

Planning Commission Action/Appeal

The Proposed Project was considered by the Planning Commission at a duly noticed public meeting conducted on July 14, 2022, and the Planning Commission voted 3-1 to adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and approve the Plot Plan for the Moreno Valley Business Center project, with modifications to the conditions of approval. The proposed modifications include extending the wall height to 10-feet in height on the east property line and limiting the Sherman Street driveway to emergency access only, with all business truck and automobile traffic entering and exiting the project from Day Street or Alessandro Boulevard.

The Planning Commission approval was appealed by Sierra Club (PAA22-0002) and the Center for Community Action and Environmental Justice (PAA22-0003) within the 10-day appeal period per the Municipal Code requirements.

Proposed Project

Plot Plan

The Applicant, LDC Industrial Realty, LLC (“Applicant”) is proposing the construction of a light industrial building, 164,187 square feet in size (“Proposed Project”) with associated parking, landscape improvements, and off-site improvements. In addition, the Proposed Project will provide for the construction of an off-site storm drain segment and the upgrade to the water pump for the Box Springs Mutual Water Company.

Project Site Surrounding

The approximately 8.2 acres is located at the northeast corner of Alessandro Boulevard and Day Street.

The surrounding area includes existing single-family development to the north and east within the Residential 3 (R3) District. Properties to the west include a combination of vacant, unimproved land, and legal non-conforming single-family residential development. Properties to the south of the Project Site are developed predominately with Commercial uses to the southwest and Industrial uses to the southeast.

Access/Parking

The Proposed Project will take main access from Day Street, in and out of the truck court area, with automobile access, right in and right out on Alessandro Boulevard. By the design of the driveway, Sherman Avenue will have automobile access only.

Parking for both automobiles and trucks exceeds the City's Municipal Code requirements with 158 automobile and 28 truck spaces.

Design/Landscaping

The Proposed Project's light industrial-type building incorporates a contemporary architectural design. Smoky blue tower elements provide a focal point with prominent vintage wood fiber siding sections, glass, mullions, grey-tinted windows, and metal awnings. The elements are included on the side elevations for the continuity of the building. The colors of off-white, taupe, and warm grey provide the background for the vintage wood siding and flat metal awnings above the pained, which break up the massing of the buildings.

Extensive landscaping is provided along the building frontage in addition to the required front setback and right-of-way landscaping which includes plants, ground covers, street trees, and on-site trees.

Environmental

An Initial Study was prepared by T&B Planning, Inc., in compliance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines. The Initial Study examined the Proposed Project's impacts on the environment. The Initial Study/Mitigation Negative Declaration (IS/MND) provides information in support of the finding that a Mitigated Negative Declaration serves as the appropriate CEQA documentation for the Proposed Project in that the Proposed Project, with the implementation of the proposed mitigation measures, will not have a significant effect on the environment. Technical studies prepared in support of the IS/MND include the following: Air Quality Impact Analysis, Mobile Source Health Risk Assessment, MSHCP General Biological Resources Assessment, Phase I Cultural Resources Survey, Energy Analysis, Geotechnical Engineering Investigation, Greenhouse Gas Analysis, Phase I Environmental Site Assessment Report, Paleontological Assessment, Preliminary Hydrology, Preliminary Water Quality Management Plan, Noise Impact Analysis, Supplemental Noise Analysis, Trip Generation & Scoping Memo, Vehicle Miles Traveled (VMT) Assessment, and Truck Turning Memo. The electronic files for the IS/MND with appendices are attached to this staff report. Anyone wishing to view the documents can also do so at City Hall.

Mitigation Measures are recommended for the Proposed Project in the following areas: Biological Resources, Cultural Tribal Resources, and Geology and Soils. The measures for Tribal resources have been included to address input from the Tribal governments. The measures are intended to ensure that potential resources that might be discovered are protected. However, these measures are not required to address a known significant impact. Based on the Initial Study, and the proposed mitigation measures, the Project will not cause any significant impacts or environmental damage.

The public comment period for the Notice of Availability of the Initial Study/Mitigated Negative Declaration began on June 16, 2022, and ended on July 6, 2022, which satisfies the required 20-day, review period.

ALTERNATIVES

1. Conduct a public hearing and take action to deny the appeals PAA22-0002 AND PAA22-0003, and, adopt the Initial Study/Mitigated Negative Declaration and Mitigated Monitoring and Reporting Program, and approve the Plot Plan consistent with the Staff recommendations to the Planning Commission. *Staff recommends this alternative.*
2. Conduct a public hearing on the Proposed Project and uphold the appeals, PAA22-0002 and PAA22-0003, and do not approve Plot Plan PEN20-0162 (PEN21-0079). *Staff does not recommend this alternative.*

FISCAL IMPACT

Not applicable

NOTIFICATION

Notice of the public hearing was sent to all property owners of record within 600 feet of the Project Site. The public hearing notice was also posted on the Project Site and published in the Press Enterprise newspaper.

PREPARATION OF STAFF REPORT

Prepared By:
Julia Descoteaux
Senior Planner

Department Head Approval:
Manuel A. Mancha
Community Development Director

Concurred By:
Sean Kelleher
Planning Official

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

1. PAA22-0002 Letter of Appeal - Sierra Club
2. PAA22-0003 Letter of Appeal -Center for Community Action and Environmental Justice
3. 2022-XX Resolution IS-MND
4. Exhibit A to 2022-XX Moreno Valley Business Center IS MND
5. A1 - Air Quality Impact Analysis
6. A2 - Mobile Source Health Risk Assessment
7. A3 - Supplemental Air Quality Impact Analysis
8. A4 - Construction Health Risk Assessment
9. B - Biological Resources Assessment
10. C - Phase I Cultural Resources Survey
11. D - Geotechnical Investigation
12. E - Energy Analysis
13. F - Greenhouse Gas Analysis
14. G - Phase I Environmental Site Assessment
15. H - Paleontological Assessment
16. I1 - Preliminary Hydrology Calculations
17. I2 - Preliminary Water Quality Management Plan
18. J1 - Noise Impact Analysis
19. J2 - Supplemental Noise Analysis
20. K1 - Trip Generation & Scoping Memo
21. K2 - VMT Assessment
22. K3 - Truck Turning Memo
23. Exhibit B to 2022-XX Notice of Intent 06162022-Newspaper Notice07012022
24. Exhibit C to 2022-XX MMRP
25. 2022-XX Resolution Plot Plan
26. Exhibit A to 2022-XX Conditions of Approval
27. Zoning Map
28. Project Plans
29. Arch 1-Alessandro Blvd & Day St - View 1
30. Arch 2 - Alessandro Blvd Colored Elevation with Screenwall
31. Arch 3 - Alessandro Blvd Material Board
32. Planning Commission 07142022 Staff Report
33. PC 2022-33 Resolution

34. PC 2022-35 Resolution
35. Public Comments_ PEN20-0162 ISMND_PC

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/07/22 5:23 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/07/22 5:27 PM

HISTORY:

11/15/22 City Council MEETING CANCELLED
Next: 12/06/22

RECEIVED

JUL 25 2022

CITY OF MORENO VALLEY
Planning Division**July 25, 2022****Hand Delivered**Manuel Mancha
Community Development Director
City of Moreno Valley

Re: Notice of Appeal by Sierra Club of the Moreno Valley Business Center (MVBC) approved by the Planning Commission on July 14, 2022 to the City Council.

Project: Plot Plan PEN21-0079 (PEN20-0162, PEN20-0163) Applicant: LDC Industrial Realty, LLC, Owner: City of Moreno Valley.

Location: Northeast corner of the intersection of Alessandro Boulevard and Day Street (APNs: 291-191-007 through -013, and -025 through -029)

Proposal: A request to develop an approximately 8.2 gross-acre (7.8 net-acre) property with a 164,187 square foot light industrial building.

Honorable Mayor and Members of the City Council,

Today Monday July 25, 2022 falls within the ten day appeal period because of the city offices have been closed for the last two days.

The Sierra Club is appealing (1) all land use approvals and planning applications for approval; and (2) all CEQA determinations including the mitigated negative declaration approved (3) as well as all other elements and other approvals by the Planning Commission for the Moreno Valley Business Center. (Plot Plan PEN21-0079 (PEN20-0162, PEN20-0163) Applicant: LDC Industrial Realty, LLC)

Some of the reasons the Planning Commission Erred in voting 3-1 to approve the MVBC warehouse:

The Moreno Valley Business Center (MVBC) warehouse property which is owned by the city would negatively impact families in adjacent homes as well as those across narrow streets. It would also be growth inducing for more warehouses to an area that according to the California Communities Environmental Health Screening Tool Version 3.0 (CalEnviroScreen),² this community is located in a census tract that scores within the top 1 percent of State's most impacted from air pollution from an environmental hazard and socioeconomic standpoint.

How can the city add cumulatively to the impacts these residents who will suffer as a result of the operation of the MVBC?

California State Attorney General (AG) Bonta has joined the Sierra Club lawsuit against the City of Moreno Valley's General Plan Update only in the last month. AG Bonita said in a news release. *"We're intervening today so that those communities do not continue to bear the brunt of poor land use decisions that site warehouses outside their doors."*

1st of 34 pages

Attachment: PAA22-0002 Letter of Appeal - Sierra Club (6001 : PEN20-0162 Moreno Business Center)

As for Bonta, he alleged in the news release, that **health issues** are affecting Moreno Valley communities that *“live at the intersection of poverty and pollution.”*

The MVBC is exactly the type of “poor land use decisions” that caused Attorney General Bonta to be concerned for our residents when he is quoted about our city siting “warehouses outside their doors.”

The Sierra Club submitted five emails/letters prior to the July 6th deadline for Initial Study/Mitigated Negative Declaration (IS/MND) comments. Within those letters were AG’s recommendations on “Warehouse Projects: Best Practices and Mitigations Measures to Comply with the California Environmental Quality Act. The concerns, issues and recommendations in those comments as well as all other IS/MND letters were not reflected in the July 14th staff report or in the presentation to the Planning Commission prior to their vote — in fact I am not sure if the Planning Commissioners ever saw the Sierra Club emails and the July 5, 2022 South Coast Air Quality Management District (SCAQMD) MND letter. The staff report and presentation to the Planning Commission shows the City’s almost total avoidance to include SCAQMD’s recommendations for the project’s analysis and conditions of approval prior to the vote. The fact that the city scheduled the July 14th Planning Commission meeting only about a week after the close of public/agency comments on the MVBC’s IS/MND would almost preclude them from including/addressing the recommendations and concerns received in the emails/letters.

Besides the MND emails/letters there are other issues and information that should have been shared with the decision makers with time to read and consider them prior to any vote.

The repost project description and that found in the noise study do not entirely match. The public and the decision makers as well as other analysis needed to know/include whether the project will possibly include 25% of its space for cold storage. Since the developer has repeatedly stated that they do not have a tenant at this time, then a cold storage might become a reality as described below by Urban Crossroads. Therefore all analyze done must include this possibility or they are inadequate. The impacts of single event noise like backup beepers and loud speakers as well as vibrations needed further analysis.

The Noise Study defines the project operation as follows which may be of concern:

Urban Crossroads, Inc. has prepared this noise study to determine the potential noise impacts and the necessary noise mitigation measures, if any, for the proposed Moreno Valley Business Center development (“Project”). The Project site is located on the northeast corner of Day Street and Alessandro Boulevard in the City of Moreno Valley. The proposed Project consists of 123,367 square feet (sf) of warehousing (75% of total building sf) and 41,122 sf of high-cube cold storage warehouse use (25% of total building sf) for a total of 164,489 sf within a single building.

Zoning Compliance problem:

Although "Business Flex" makes allowances for warehousing and distribution this project fails to comply with the development standards for parcels fronting onto Alessandro Boulevard as stated in MVMC Section 9.07.010:

2. Property Development Standards. The business flex (BF) district applies primarily to parcels fronting Alessandro Boulevard between Old Highway 215 and Elsworth Street. The intent is to provide opportunities for the development of on-site pedestrian-oriented friendly projects with development amenities that serve the needs of residents, visitors, and employees from the surrounding community. Development is allowed up to three stories in height with building frontages near or at the sidewalk, landscaped pathways from the public right-of-way and throughout the development, and parking under or behind buildings.

()

As noted in the standards for business flex along Alessandro Boulevard, this building must be limited to three (3) stories which should have a limit far less than the 43 feet proposed. This warehouse is also far from being a "pedestrian-oriented friendly project". Besides the above there are other standards for projects along Alessandro Blvd that should have been shared with decisions makers.

Several other concerns are as follows.

It appears the proposed Edgemont Commerce Center (ECC) warehouse project location that is currently preparing a Draft EIR was not shared with the decision makers. The ECC is basically across Day Street, but a little north. This is probably why the MVBC doesn't prevent diesel trucks and other traffic from heading north from their project. The MVBC is also growth inducing for other warehouses like the ECC in this census tract that is already heavily impacted with air pollution and other negative impacts.

A lighting plan has not been provided that could verify whether wall mounted lights along the employee parking area would be low mounted to prevent light glair into the adjacent residences. International Dark Sky standards were not required and being so close to residents they should have been. Diming of lighting to 50% between 9 pm and 7 pm should have also been a condition of approval with only certain exceptions. Light pollution needed further analysis and must include that which comes from vehicles.

The landscape plan does not reflect the inclusion of the bio swales and how they will limit the proposes landscape screening of the southern building elevation.

The landscape plan does not reflect the site and grading plan limitations for parking spaces that begin at the Alessandro Blvd driveway entrance. The grading plan indicates that the transitioning grade from the street would not permit those parking spaces.

GOAL LCC-3

BUILD A DISTINCTIVE SENSE OF PLACE AND PRIDE IN MORENO VALLEY

Policies

General

LCC.3-1

Insist on high-quality development that is sensitive to surrounding context throughout the city and particularly in centers and corridors.

LCC.3-2

Use development standards to ensure smooth transitions for areas that border one another so that neighborhoods and districts maintain their unique qualities while being compatible with one another.

The Moreno Valley Business Center warehouse does not “ensure smooth transitions” with the adjacent neighborhood or even the homes across the street to allow them to “maintain their unique qualities” and “being compatible” as mentioned in LCC.3-2 found above. The MVBC development is by its nature of being a warehouse with all its pollution and activity is “not sensitive to surrounding context” which is mainly homes on most sides—as mentioned in LCC3-1 found above. Having a light, noise/vibration, diesel polluting warehouse adjacent to one’s family home will definitely not provide one with a “sense of place and pride in Moreno Valley”. LCC-3 found above.

The check list of "Environmental Factors Potentially Affected" fails to check any of those item that would be potentially affected by the project. If a category item is check "Less than significant with Mitigation Incorporated" then the appropriate check list box must be marked. Several of these impacted areas should have been identified accordingly.

All building elevations fail to offer significant offsets both vertically and horizontally to enhance the esthetics from the public rights-of-way or the neighboring residential properties.

Conclusion

The Planning Commission’s vote of approval for the Moreno Valley Business Center happened without all relevant and pertinent information made available to them by staff prior to their vote. There was also information in the Sierra Club’s and SCAQMD’s letters which were not addressed and/or implemented prior to July 14, 2022. Nor does it appear these letters were provided to the Planning Commissioners. There are requirements that Moreno Valley expects of projects in this location and when in close proximity to homes that were not shared with the Planning Commission. While the public tried to let the Commissioners know about those who currently live in this census tract based on CalEnviroScreen and the significant air pollution/other negative impacts they already suffer, it is very difficult in the limited time one has during public comments to fully explain. The city continually fails to provide this

information to decision makers prior to votes on this and other projects in our city. The direct, indirect, and cumulative impacts from air pollution, Greenhouse Gas(GHG) and other polluting impacts have not be fully analyzed – especially with impacts to nearby residents as well as the environment. This analysis needed to include not only all existing projects, but also those that are foreseeable.

Please include all Sierra Club and SCAQMD MND letters as well as this letter which were hand delivered in the administrative record for the City Council.

A check for \$750 was also hand delivered with this letter for an Appeal of the Moreno Valley Business Center.

Sincerely,



George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

P.O. Box 1325
Moreno Valley, CA 92556-1325

Attachment: PAA22-0002 Letter of Appeal - Sierra Club (6001 : PEN20-0162 Moreno Business Center)

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

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F.1.1

JUL 25 2022

CITY OF MORENO VALLEY
Planning Division

SENT VIA E-MAIL:

July 5, 2022

Julia Descoteaux, Senior Planner
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552

**Mitigated Negative Declaration for the
SP Plot Plan PEN21-0079 (PEN20-0162, PEN20-0163) (Proposed Project)**

South Coast Air Quality Management District (South Coast AQMD) staff appreciates the opportunity to comment on the above-mentioned document.

The South Coast AQMD's *Guidance Document for Addressing Air Quality Issues in General Plans and Local Planning*¹ includes suggested policies that local governments can use in their General Plans or through local planning to prevent or reduce potential air pollution impacts and protect public health. It is recommended that the Lead Agency review this Guidance Document as a tool when making local planning and land use decisions.

CEQA Air Quality Analysis

Staff recommends that the Lead Agency use South Coast AQMD's CEQA Air Quality Handbook and website² as guidance when preparing the air quality and greenhouse gas analyses. It is also recommended that the Lead Agency use the CalEEMod³ land use emissions software, which can estimate pollutant emissions from typical land use development and is the only software model maintained by the California Air Pollution Control Officers Association.

South Coast AQMD has developed both regional and localized significance thresholds. South Coast AQMD staff recommends that the Lead Agency quantify criteria pollutant emissions and compare the emissions to South Coast AQMD's CEQA regional pollutant emissions significance thresholds⁴ and localized significance thresholds (LSTs)⁵ to determine the Proposed Project's air quality impacts. The localized analysis can be conducted by either using the LST screening tables or performing dispersion modeling.

The Lead Agency should identify any potential adverse air quality impacts that could occur from all phases of the Proposed Project and all air pollutant sources related to the Proposed Project. Air quality impacts from both construction (including demolition, if any) and operations should be calculated. Construction-related air quality impacts typically include, but are not limited to, emissions from the use of heavy-duty equipment from grading, earth-loading/unloading, paving, architectural coatings, off-road

¹ South Coast AQMD. 2005. *Guidance Document for Addressing Air Quality Issues in General Plans and Local Planning*. Available at:

² South Coast AQMD's CEQA Handbook and other resources for preparing air quality analyses can be found at:

³ CalEEMod is available free of charge at:

⁴ South Coast AQMD's CEQA regional pollutant emissions significance thresholds can be found at:

⁵ South Coast AQMD's guidance for performing a localized air quality analysis can be found at:

Attachment: PAA22-0002 Letter of Appeal - Sierra Club (6001 : PEN20-0162 Moreno Business Center)

mobile sources (e.g., heavy-duty construction equipment) and on-road mobile sources (e.g., construction worker vehicle trips, material transport trips, and hauling trips). Operation-related air quality impacts may include, but are not limited to, emissions from stationary sources (e.g., boilers and air pollution control devices), area sources (e.g., solvents and coatings), and vehicular trips (e.g., on- and off-road tailpipe emissions and entrained dust). Air quality impacts from indirect sources, such as sources that generate or attract vehicular trips, should be included in the analysis. Furthermore, emissions from the overlapping construction and operational activities should be combined and compared to South Coast AQMD's regional air quality CEQA *operational* thresholds to determine the level of significance.

In the event that implementation of the Proposed Project requires a permit from South Coast AQMD, South Coast AQMD should be identified as a Responsible Agency for the Proposed Project in the CEQA document. The assumptions in the air quality analysis in the CEQA document will be the basis for evaluating the permit under CEQA and imposing permit conditions and limits. Questions on permits should be directed to South Coast AQMD's Engineering and Permitting staff at (909) 396-3385.

South Coast AQMD staff is concerned about potential public health impacts of siting warehouses within close proximity of sensitive land uses, especially in communities that are already heavily affected by the existing warehouse and truck activities. The South Coast AQMD's Multiple Air Toxics Exposure Study (MATES V), completed in August 2021, concluded that the largest contributor to cancer risk from air pollution is diesel particulate matter (DPM) emissions⁶. According to the MATES V Carcinogenic Risk interactive Map, the area surrounding the Proposed Project has an estimated cancer risk over 350 in one million⁷. Operation of warehouses generates and attracts heavy-duty diesel-fueled trucks that emit DPM. When the health impacts from the Proposed Project are added to those existing impacts, residents living in the communities surrounding the Proposed Project will possibly face an even greater exposure to air pollution and bear a disproportionate burden of increasing health risks.

Mitigation Measures

In the event that the Proposed Project results in significant adverse air quality impacts, CEQA requires that all feasible mitigation measures that go beyond what is required by law be utilized to minimize these impacts. Any impacts resulting from mitigation measures must also be analyzed. Several resources to assist the Lead Agency with identifying potential mitigation measures for the Proposed Project include South Coast AQMD's CEQA Air Quality Handbook², South Coast AQMD's Mitigation Monitoring and Reporting Plan for the 2016 Air Quality Management Plan⁸, and Southern California Association of Government's Mitigation Monitoring and Reporting Plan for the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy⁹.

Mitigation measures for operational air quality impacts from mobile sources that the Lead Agency should consider in the CEQA document may include the following:

- Require zero-emissions (ZE) or near-zero emission (NZE) on-road haul trucks such as heavy-duty trucks with natural gas engines that meet the CARB's adopted optional NOx emissions standard at 0.02 grams per brake horsepower-hour (g/bhp-hr), if and when feasible. Given the state's clean truck rules and regulations aiming to accelerate the utilization and market

⁶ South Coast AQMD. August 2021. *Multiple Air Toxics Exposure Study in the South Coast Air Basin V*. Available at:

⁷ South Coast AQMD. MATES V Data Visualization Tool. Accessed at:

⁸ South Coast AQMD's 2016 Air Quality Management Plan can be found at:
(starting on page 86).

⁹ Southern California Association of Governments' 2020-2045 RTP/SCS can be found at:

- Design the Proposed Project to ensure that truck traffic inside the Proposed Project site is as far away as feasible from sensitive receptors.
- Restrict overnight truck parking in sensitive land uses by providing overnight truck parking inside the Proposed Project site.

On May 7, 2021, South Coast AQMD's Governing Board adopted Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program, and Rule 316 – Fees for Rule 2305. Rules 2305 and 316 are new rules that will reduce regional and local emissions of nitrogen oxides (NO_x) and particulate matter (PM), including diesel PM. These emission reductions will reduce public health impacts for communities located near warehouses from mobile sources that are associated with warehouse activities. Also, the emission reductions will help the region attain federal and state ambient air quality standards. Rule 2305 applies to owners and operators of warehouses greater than or equal to 100,000 square feet. Under Rule 2305, operators are subject to an annual WAIRE Points Compliance Obligation that is calculated based on the annual number of truck trips to the warehouse. WAIRE Points can be earned by implementing actions in a prescribed menu in Rule 2305, implementing a site-specific custom plan, or paying a mitigation fee. Warehouse owners are only required to submit limited information reports, but they can opt in to earn Points on behalf of their tenants if they so choose because certain actions to reduce emissions may be better achieved at the warehouse development phase, for instance the installation of solar and charging infrastructure. Rule 316 is a companion fee rule for Rule 2305 to allow South Coast AQMD to recover costs associated with Rule 2305 compliance activities. Since the Proposed Project consists of the development of a 164,187 square foot warehouse, the Proposed Project's warehouse owners and operators will be required to comply with Rule 2305 once the warehouse is occupied. Therefore, South Coast AQMD staff recommends that the Lead Agency review South Coast AQMD Rule 2305 to determine the potential WAIRE Points Compliance Obligation for future operators and explore whether additional project requirements and CEQA mitigation measures can be identified and implemented at the Proposed Project that may help future warehouse operators meet their compliance obligation¹³. South Coast AQMD staff is available to answer questions concerning Rule 2305 implementation and compliance by phone or email at (909) 396-3140 or [For implementation guidance documents and compliance and reporting tools, please visit South Coast AQMD's WAIRE Program webpage¹⁴.](#)

South Coast AQMD staff is available to work with the Lead Agency to ensure that air quality, greenhouse gas, and health risk impacts from the Proposed Project are accurately evaluated and mitigated where feasible. If you have any questions regarding this letter, please contact me at

Sincerely,

Michael Morris

Michael Morris
 Planning and Rules Manager, CEQA IGR
 Planning, Rule Development & Area Sources

MM
 RVC220621-08
 Control Number

¹³ South Coast AQMD Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program. Accessed at:

¹⁴ South Coast AQMD WAIRE Program. Accessed at:

penetration of ZE and NZE trucks such as the Advanced Clean Trucks Rule¹⁰ and the Heavy-Duty Low NOx Omnibus Regulation¹¹, ZE and NZE trucks will become increasingly more available to use. The Lead Agency should require a phase-in schedule to incentive the use of these cleaner operating trucks to reduce any significant adverse air quality impacts. South Coast AQMD staff is available to discuss the availability of current and upcoming truck technologies and incentive programs with the Lead Agency. At a minimum, require the use of 2010 model year¹² that meet CARB's 2010 engine emissions standards at 0.01 g/bhp-hr of particulate matter (PM) and 0.20 g/bhp-hr of NOx emissions or newer, cleaner trucks. Include environmental analyses to evaluate and identify sufficient electricity and supportive infrastructures in the Energy and Utilities and Service Systems Sections in the CEQA document, where appropriate. Include the requirement in applicable bid documents, purchase orders, and contracts. Operators shall maintain records of all trucks associated with project construction to document that each truck used meets these emission standards, and make the records available for inspection. The Lead Agency should conduct regular inspections to the maximum extent feasible to ensure compliance.

- Limit the daily number of trucks allowed at the Proposed Project to levels analyzed in the Final CEQA document. If higher daily truck volumes are anticipated to visit the site, the Lead Agency should commit to re-evaluating the Proposed Project through CEQA prior to allowing this higher activity level.
- Provide electric vehicle (EV) charging stations or at a minimum, provide the electrical infrastructure and electrical panels should be appropriately sized. Electrical hookups should be provided for truckers to plug in any onboard auxiliary equipment.

Mitigation measures for operational air quality impacts from other area sources that the Lead Agency should consider in the CEQA document may include the following:

- Maximize use of solar energy by installing solar energy arrays.
- Use light colored paving and roofing materials.
- Utilize only Energy Star heating, cooling, and lighting devices, and appliances.
- Use of water-based or low VOC cleaning products that go beyond the requirements of South Coast AQMD Rule 1113.

Design considerations for the Proposed Project that the Lead Agency should consider to further reduce air quality and health risk impacts include the following:

- Clearly mark truck routes with trailblazer signs, so that trucks will not travel next to or near sensitive land uses (e.g., residences, schools, day care centers, etc.).
- Design the Proposed Project such that truck entrances and exits are not facing sensitive receptors and trucks will not travel past sensitive land uses to enter or leave the Proposed Project site.
- Design the Proposed Project such that any check-in point for trucks is inside the Proposed Project site to ensure that there are no trucks queuing outside.

¹⁰ CARB. June 25, 2020. *Advanced Clean Trucks Rule*. Accessed at:

¹¹ CARB has recently passed a variety of new regulations that require new, cleaner heavy-duty truck technology to be sold and used in state. For example, on August 27, 2020, CARB approved the Heavy-Duty Low NOx Omnibus Regulation, which will require all trucks to meet the adopted emission standard of 0.05 g/hp-hr starting with engine model year 2024. Accessed at:

¹² CARB adopted the statewide Truck and Bus Regulation in 2010. The Regulation requires diesel trucks and buses that operate in California to be upgraded to reduce emissions. Newer heavier trucks and buses must meet particulate matter filter requirements beginning January 1, 2012. Lighter and older heavier trucks must be replaced starting January 1, 2015. By January 1, 2023, nearly all trucks and buses will need to have 2010 model year engines or equivalent. More information on the CARB's Truck and Bus Regulation is available at:

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JUL 25 2022



CITY OF MORENO VALLEY
Planning Division

From: George Hague [redacted]
Subject:
Date: July 23, 2022 at 9:48 PM
To:

From: George Hague < >
Subject: Comments on Moreno Valley Business Center (MVBC) warehouse Initial Study/Mitigated Negative Declaration (IS/MND) --1
Date: July 3, 2022 at 10:28:32 PM PDT
To: Julia Descoteaux < >
Cc: City Clerk Staff_DG < >

Good morning Ms Descoteaux,

July 3, 2022

Re: Comments on Moreno Valley Business Center (MVBC) warehouse Initial Study/Mitigated Negative Declaration (IS/MND)

Less than one week ago Attorney General (AG) Bonta provided a press release found under my name explaining all the reasons this project should not be moving forward and why this project is located in the wrong place.

Since the air pollution analysis in the General Plan is faulty, then any project that relies on it also has invalid data. Perhaps even more important is what the AG points out about how the western part of Moreno Valley is already home to some of the worst air pollution in the state. He is quoted below as follows:

“Communities in Moreno Valley experience some of the highest levels of air pollution in the state. We're intervening today so that those communities do not continue to bear the brunt of poor land use decisions that site warehouses outside their doors. At the California Department of Justice, we're fighting day in and day out for communities who live at the intersection of poverty and pollution.”

The MVBC needs to explain and prove how the project will not exacerbate the air pollution impacts to families adjacent to the east as well as those families north and west of the project. In fact the MND needs to explain/prove how the entire census tract is not impacted by the project's air, noise, vibration, water runoff, greenhouse gas, light and glare pollution.

In addition the MVBC in their MND must explain/prove/monitor how the project is going to reduce all the pollution impacts mentioned above for those who live within the project's census tract — making sure it includes those housing units on all sides of the project. The Sierra Club believes this can be best accomplished by having the project required to do a full Environmental Impact Report (EIR).

Sincerely,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

Attorney General Bonta: Moreno Valley General Plan Would Exacerbate Pollution Burden in Environmental Justice Communities

Thursday, June 30, 2022
Contact: (916) 910-6000

Attachment: PAA22-0002 Letter of Appeal - Sierra Club (6001 : PEN20-0162 Moreno Business Center)

CONTACT: (916) 210-0000,

OAKLAND – California Attorney General Rob Bonta today intervened in a lawsuit challenging Moreno Valley’s 2040 General Plan for violations of the California Environmental Quality Act (CEQA). The General Plan, which is the city’s primary document for long-term land use planning, sets out to increase development in Moreno Valley, particularly in western Moreno Valley, which is already home to dozens of large scale warehouses and some of the worst air pollution in the state. In the petition, Attorney General Bonta argues that Moreno Valley’s environmental review did not adequately analyze, disclose, and mitigate the air pollution that would be generated from buildout of the 2040 General Plan as required by CEQA.

“Moreno Valley should be working to address existing environmental inequities in the city’s western region. Instead, its 2040 General Plan exacerbates them,” **said Attorney General Bonta.** “Communities in Moreno Valley experience some of the highest levels of air pollution in the state. We’re intervening today so that those communities do not continue to bear the brunt of poor land use decisions that site warehouses outside their doors. At the California Department of Justice, we’re fighting day in and day out for communities who live at the intersection of poverty and pollution. Economic development and environmental justice are not mutually exclusive, and we’re committed to helping local governments find a sustainable path forward.”

Moreno Valley is an Inland Empire city of over 210,000 people located in the western portion of Riverside County. The city’s population is approximately 85% people of color, and a disproportionate percentage of the city’s Hispanic and Latino population resides in the west side of Moreno Valley, where much of the current industrial development is concentrated. According to [REDACTED], Moreno Valley ranks among the highest in the state for ozone pollution. Ozone exposure — smog — is associated with decreases in lung function, worsening of asthma, increases in hospital admissions, and a higher death rate.

In the petition, Attorney General Bonta argues that Moreno Valley did not fully account for and mitigate the environmental and public health consequences of its General Plan. Specifically, Moreno Valley fails to:

- Compare the General Plan’s air quality impacts against a proper environmental baseline, which is typically defined as “the physical environmental conditions as they exist at the time” of project approval;
- Evaluate whether the General Plan would lead to a significant, cumulative increase in pollutants like ozone and particulate matter,

- which impacts whether the region can meet state and federal air quality standards; and
- Consider whether the General Plan would increase pollution near schools, hospitals, and other sensitive sites or otherwise negatively impact the surrounding communities.

Moreno Valley's Climate Action Plan also contains unenforceable measures that fall short of what is required to mitigate the General Plan's anticipated greenhouse gas impacts.

Earlier this year, Attorney General Bonta _____ to address CEQA violations associated with the Slover and Oleander warehouse project. As part of the settlement, the city of Fontana _____ for all future warehouse development in Fontana. Requirements for new warehouse projects include site designs to keep trucks away from sensitive sites such as schools and hospitals, promotion of zero-emission vehicles for on-site operations, landscaped buffers, installation of solar panels, and use of environmentally friendly building materials. This settlement is a model for how local governments can support development in their region while also considering — and working to mitigate — impacts to local communities.

Attorney General Bonta is committed to fighting environmental injustices throughout the state of California and being a voice for frontline communities who are all too often under-resourced and overburdened. On April 28, 2021, Attorney General Bonta _____ of the California Department of Justice's Bureau of Environmental Justice. The Bureau of Environmental Justice has reviewed a substantial number of warehouse projects across the state and collected best practices and mitigation measures to assist local governments in complying with CEQA and to promote environmentally-just warehouse development across California. These best practices are available _____. More information on the Bureau and its work is available _____.

A copy of the Moreno Valley petition can be found _____.

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JUL 25 2022



CITY OF MORENO VALLEY
Planning Division

From: George Hague [redacted]
Subject:
Date: July 23, 2022 at 10:00 PM
To:

From: George Hague
Subject: **2 - Comments on Moreno Valley Business Center (MVBC) warehouse Initial Study/Mitigated Negative Declaration (IS/MND)-**
Date: July 4, 2022 at 10:14:15 PM PDT
To: Julia Descoteaux < >
Cc: City Clerk Staff_DG < >

Good morning again Ms Descoteaux, July 4, 2022

RE: 2 - Comments on Moreno Valley Business Center (MVBC) warehouse Initial Study/Mitigated Negative Declaration (IS/MND)-

The AG's Moreno Valley June 21, 2022 Petition is attached and must be incorporated in its entirety as part of our comments — especially Exhibit 1 which includes the following:

"29. On the west side, several high-cube warehouses and distribution centers have been constructed and operate in the midst of existing industrial and commercial operations adjacent to residential neighborhoods, schools, and parks. These warehouses attract thousands of daily heavy-duty truck trips into and around the city. According to California's statewide pollution burden screening tool, CalEnviroScreen 4.0, western Moreno Valley is a linguistically-isolated community with higher unemployment rates, poverty levels, and pollution burden than the eastern part of the city.⁶ The White House Council on Environmental Quality's Climate and Economic Justice Screening Tool classifies the entire west side of Moreno Valley as a "disadvantaged" area.⁷ The rapidly-expanding warehouse footprint in Moreno Valley complicates efforts to address existing environmental and health harms facing the city and, more broadly, the region." (pages 9 and 10)

"WHEREFORE, the People pray for judgment as set forth below:

1. For peremptory or alternative writs of mandate under Code of Civil Procedure section 1094.5, or, in the alternative, section 1085, and Public Resources Code section 21168.9:

- a. Directing the City to vacate and set aside every determination, finding, and decision approving the Project and certifying the FEIR;
- b. Directing the City to suspend any and all activities pursuant to, or in furtherance of, the City's determinations, findings, and decisions related to approval of the Project and certification of the FEIR, until the City has taken all actions necessary to bring the determinations, findings, and decision into compliance with CEQA;

2. For injunctive relief restraining the City from taking any action to approve land development pursuant to the Project until the City has fully complied CEQA;

3. For a declaration that the City's actions in certifying the FEIR and approving the Project and the CAP violated CEQA, and the certification and approval are invalid and of no force or effect;" (page 18)

The section above from pages 9 and 10 include the lands and census tracts including the project as well as surrounding lands. The MND must identify and describe a project's direct and indirect significant environmental impacts, feasible alternatives to the project, and feasible mitigation measures to reduce or avoid the project's significant environmental impacts — direct, indirect and cumulative.

The MND must show what lands are properly zoned for warehousing and are at least 500 feet away from residents/sensitive receptors to show there are alternative sites for this project to reduce its impacts.

Sincerely,

George Hague





Attachment: PAA22-0002 Letter of Appeal - Sierra Club (6001 : PEN20-0162 Moreno Business Center)

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JUL 25 2022

CITY OF MORENO VALLEY
Planning Division

From: George Hague  
Subject:
Date: July 23, 2022 at 10:08 PM
To:

From: George Hague
Subject: 3-Comments on Moreno Valley Business Center (MVBC) warehouse Initial Study/Mitigated Negative Declaration (IS/MND)
Date: July 6, 2022 at 1:28:24 PM PDT
To: Julia Descoteaux < >
Cc: City Clerk < >

Same article as found below

Good afternoon Ms Descoteaux,

July 5, 2022

RE: 3-Comments on Moreno Valley Business Center (MVBC) warehouse Initial Study/Mitigated Negative Declaration (IS/MND)

The Sierra Club is very concerned that the City of Moreno Valley continues to process the following three warehouses which is counter to the Attorney General's petition and press release mentioned in the article below my name:

Moreno Valley Trade Center (MVTC) is across a two lane street from families. It is proposed on land zoned for homes, adjacent to land zoned for future homes, across the street from homes and needs a General Plan Amendment from the year-old General Plan to be allowed.

Heacock Commerce Center (HCC) two warehouses are only 20 feet from homes and across the street from other homes. Much of the land is currently zoned for homes and based on the 2021 General Plan the entire site will need a General Plan amendment to allow warehousing.

Edgemont Commerce Center (ECC) warehouse is only ten feet away from homes and across the street from others. It is on land that would need a zone change of the June 2021 General Plan to allow it to be built.

Now the city begins processing this additional warehouse which goes counter to what the Attorney General (AG) has expressed in his frustration with Moreno Valley.

,
 " Bonta said in a news release. "We're intervening today so that those communities do not continue to bear the brunt of poor land use decisions that site warehouses outside their doors."

As for Bonta, he alleged in the release, that health issues are affecting Moreno Valley communities that "live at the intersection of poverty and pollution."

The MVBC's MND environmental documents must prove how the project will not exacerbate the situations expressed by the AG in the article found below and in his quotes directly above — because currently they do not.

Sincerely,

George Hague
 Sierra Club
 Moreno Valley Group
 Conservation

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Attachment: PAA22-0002 Letter of Appeal - Sierra Club (6001 : PEN20-0162 Moreno Business Center)

Attorney General joins environmental lawsuit against Moreno Valley

By _____ | _____ |
 PUBLISHED: July 1, 2022 at 6:58 p.m. | UPDATED: July 1, 2022 at 7:55 p.m.

California Attorney General Rob Bonta is joining the Sierra Club's lawsuit against Moreno Valley over the city's long-term plan that both parties allege fails to protect the environment and residents.

A year ago, the Sierra Club sued the city for approving its 2040 general plan update, alleging that it violated the California Environmental Quality Act.

_____ alleged that Moreno Valley's environmental impact report failed to address public health impacts, did not disclose potential air pollution and left out solutions that could reduce environmental impacts. The Sierra Club alleged the city used outdated environmental reports rather than the city's current state, which includes many warehouses.

Bonta's decision to "intervene" in the case means his office is now a separate plaintiff in the case, according to a Friday, July 1, statement from the Attorney General's press office. The office "will represent the People's interests in enforcing California laws designed to protect public safety and the environment," the statement says.

California Attorney General Rob Bonta, seen at a news conference in Riverside on Thursday, May 26, 2022, has joined an environmental lawsuit against the city of Moreno Valley. (File photo by Terry Pierson, The Press-Enterprise/SCNG) Tom Thornsley, chair of Moreno Valley's Sierra Club, welcomed Bonta's move.

"To see them actually getting involved, is really kind of nice," he said. "I'm delighted."

Bonta criticized the city for increasing development in Moreno Valley, which

"Communities in Moreno Valley experience some of the highest levels of air pollution in the state," Bonta said in a news release. "We're intervening today so that those communities do not continue to bear the brunt of poor land use decisions that site warehouses outside their doors."

Bonta alleges the city failed to determine whether the general plan would increase pollutants and pollution near hospitals, school and other sensitive areas. In June, a proposed 1.26 million square-foot warehouse called

_____ was set for the city council's consideration but

The *Moreno Valley Trade Center* was set for the City Council's consideration but postponed by the developer.

Moreno Valley's Interim City Attorney Steve Quintanilla said Friday that he wasn't surprised by Bonta's involvement.

"I believe the city has done everything they should have done under CEQA," Quintanilla said by phone.

Quintanilla said he isn't concerned over Bonta's intervention because the Attorney General's office didn't raise additional issues beyond those already in the Sierra Club's suit.

As for Bonta, he alleged in the release, that health issues are affecting Moreno Valley communities that "live at the intersection of poverty and pollution."

RELATED LINKS

- **Moreno Valley sued by Sierra Club, alleging environmental law violations**
- **Moreno Valley ignored environmental law when it OK'd World Logistics Center, California Attorney General says**
- **State sues Fontana to block sprawling warehouse project in low-income area**
Fontana, state AG settle lawsuit over warehouse project in low-income neighborhood

In Moreno Valley, 60% of the population is Hispanic, 17% is Black and 5% is Asian, according to the . The average income per person is \$22,364.

Moreno Valley is listed on the , a mapping tool from the state t, as a disadvantaged community affected by pollution and where residents are often vulnerable to its effects.

This isn't the first time the state Attorney General has called out Inland Empire cities for what it sees as poor environmental impacts.

Former Attorney General Xavier Becerra — now secretary for the U.S. Department of Health and Human Services — accused when it approved the World Logistics Center for the city's east end in 2015. Last year, Bonta that he said violated environmental laws, but .

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CITY OF MORENO VALLEY
Planning Division



From: George Hague [redacted]
Subject:
Date: July 24, 2022 at 1:01 PM
To:

Begin forwarded message:

From: George Hague
Subject: **4- Comments on Moreno Valley Business Center (MVBC) warehouse Initial Study/Mitigated Negative Declaration (IS/MND) & AG & CARB**
Date: July 6, 2022 at 1:34:57 PM PDT
To: Julia Descoteaux < >
Cc: City Clerk < >

Good morning Ms Descoteaux,

July 5, 2022

RE: 4-Comments on Moreno Valley Business Center (MVBC) warehouse Initial Study/Mitigated Negative Declaration (IS/MND)

The state Attorney General AG has provide the warehouse guidelines found below for "Warehouse Project: **Best Practices and Mitigation Measures** to Comply with the California Environmental Quality Act" beginning with section IV on page 4. The Moreno Valley Business Center (MVBC) warehouse project has significantly failed to this date to incorporate these Best Practices and Mitigation measure in all environmental documents and therefore they will be inadequate unless they are included in the final project. There needs to be full analysis of all of this Best Practices and Mitigations and how they will make the project much better for people and the environment — especially in our non-attainment area and in this census tract.

The Attorney General (AG) office has made these Best Practices and Mitigation Measures for warehouses available well before the application by the MVBC developer to build a warehouse in this location. Most Moreno Valley planners have also received them either from me or other sources prior to processing the MVBC. There is no excuse for not making them part of this project.

AG's Warehouse Project: **Best Practices and Mitigation Measures** beginning with section IV on page 4

IV. Warehouse Siting and Design Considerations

The most important consideration when planning a logistics facility is its location. Warehouses located in residential neighborhoods or near other sensitive receptors expose community residents and those using or visiting sensitive receptor sites to the air pollution, noise, traffic, and other environmental impacts they generate. Therefore, placing facilities away from sensitive receptors significantly reduces their environmental and quality of life harms on local

Page 4

communities. The suggested best practices for siting and design of warehouse facilities does not relieve lead agencies' responsibility under CEQA to conduct a project-specific analysis of the project's impacts and evaluation of feasible mitigation measures and alternatives; lead agencies' incorporation of the best practices must be part of the impact, mitigation and alternatives analyses to meet the requirements of CEQA. Examples of best practices when siting and designing warehouse facilities include:

□ Per CARB guidance, siting warehouse facilities so that their property

Attachment: PAA22-0002 Letter of Appeal - Sierra Club (6001 : PEN20-0162 Moreno Business Center)

guidance, siting warehouse facilities so that their property lines are at least 1,000 feet from the property lines of the nearest sensitive receptors.¹⁴

- Creating physical, structural, and/or vegetative buffers that adequately prevent or substantially reduce pollutant dispersal between warehouses and any areas where sensitive receptors are likely to be present, such as homes, schools, daycare centers, hospitals, community centers, and parks.
- Providing adequate areas for on-site parking, on-site queuing, and truck check-in that prevent trucks and other vehicles from parking or idling on public streets.
- Placing facility entry and exit points from the public street away from sensitive receptors, e.g., placing these points on the north side of the facility if sensitive receptors are adjacent to the south side of the facility.
- Locating warehouse dock doors and other onsite areas with significant truck traffic and noise away from sensitive receptors, e.g., placing these dock doors on the north side of the facility if sensitive receptors are adjacent to the south side of the facility.
- Screening dock doors and onsite areas with significant truck traffic with physical, structural, and/or vegetative barriers that adequately prevent or substantially reduce pollutant dispersal from the facility towards sensitive receptors.
- Posting signs clearly showing the designated entry and exit points from the public street for trucks and service vehicles.
- Posting signs indicating that all parking and maintenance of trucks must be conducted within designated on-site areas and not within the surrounding community or public streets.

V. Air Quality and Greenhouse Gas Emissions Analysis and Mitigation

Emissions of air pollutants and greenhouse gases are often among the most substantial environmental impacts from new warehouse facilities. CEQA compliance demands a proper accounting of the full air quality and greenhouse gas impacts of logistics facilities and adoption of all feasible mitigation of significant impacts. Although efforts by CARB and other authorities to regulate the heavy-duty truck and off-road diesel fleets have made excellent progress in reducing the air quality impacts of logistics facilities, the opportunity remains for local jurisdictions to further mitigate these impacts at the project level. Lead agencies and developers

¹⁴ California Air Resources Board (CARB), Air Quality and Land Use Handbook: A Community Health Perspective (April 2005), at ES-1. CARB staff has released draft updates to this siting and design guidance which suggests a greater distance may be warranted under varying scenarios; this document may be found on CARB's website and is entitled: "California Sustainable Freight Initiative: Concept Paper for the Freight Handbook" (December 2010).

Page 5

should also consider designing projects with their long-term viability in mind. Constructing the necessary infrastructure to prepare for the zero-emission future of goods movement not only reduces a facility's emissions and local impact now, but it can also save money as regulations tighten and demand for zero-emission infrastructure grows. In planning new logistics facilities, the Bureau strongly encourages developers to consider the local, statewide, and global impacts of their projects' emissions.

Examples of best practices when studying air quality and greenhouse gas impacts include:

- Fully analyzing all reasonably foreseeable project impacts, including cumulative impacts. In general, new warehouse developments are not ministerial under CEQA because they involve public officials' personal judgment as to the wisdom or manner of carrying out the project, even when warehouses are permitted by a site's applicable zoning and/or general plan land use designation. CEQA Guidelines § 15369.
- When analyzing cumulative impacts, thoroughly considering the project's incremental impact in combination with past, present, and reasonably foreseeable future projects, even if the project's individual impacts alone do not exceed the applicable significance thresholds.
- Preparing a quantitative air quality study in accordance with local air district guidelines.
- Preparing a quantitative health risk assessment in accordance with California Office of Environmental Health Hazard Assessment and local air district guidelines.
- Refraining from labeling compliance with CARB or air district regulations as a mitigation measure—compliance with applicable regulations is a baseline expectation.
- Fully analyzing impacts from truck trips. CEQA requires full public disclosure of a project's anticipated truck trips, which entails calculating truck trip length based on likely truck trip destinations, rather than the distance from the facility to the edge of the air basin. Emissions beyond the air basin are not speculative, and, because air pollution is not static, may contribute to air basin pollution. Moreover, any contributions to air pollution outside the local air basin should be quantified and their significance should be considered.
- Accounting for all reasonably foreseeable greenhouse gas emissions from the project, without discounting projected emissions based on participation in California's Cap-and-Trade Program.

Examples of measures to mitigate air quality and greenhouse gas impacts from construction are below. To ensure mitigation measures are enforceable and effective, they should be imposed as permit conditions on the project where applicable.

- Requiring off-road construction equipment to be zero-emission, where available, and all diesel-fueled off-road construction equipment, to be equipped with CARB Tier IV-compliant engines or better, and including this requirement in applicable

Page 6

bid documents, purchase orders, and contracts, with successful contractors demonstrating the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.

- Prohibiting off-road diesel-powered equipment from being in the “on” position for more than 10 hours per day.
- Requiring on-road heavy-duty haul trucks to be model year 2010 or newer if diesel-fueled.
- Providing electrical hook ups to the power grid, rather than use of diesel-fueled generators, for electric construction tools, such as saws, drills and compressors, and using electric tools whenever feasible.
- Limiting the amount of daily grading disturbance area.
- Prohibiting grading on days with an Air Quality Index forecast of greater than 100
for particulates or ozone for the project area.
- Forbidding idling of heavy equipment for more than two minutes.
- Keeping onsite and furnishing to the lead agency or other regulators upon request,
all equipment maintenance records and data sheets, including design specifications and emission control tier classifications.
- Conducting an on-site inspection to verify compliance with construction mitigation and to identify other opportunities to further reduce construction impacts.
- Using paints, architectural coatings, and industrial maintenance coatings that have
volatile organic compound levels of less than 10 g/L.
- Providing information on transit and ridesharing programs and services to

construction employees.

- Providing meal options onsite or shuttles between the facility and nearby meal

destinations for construction employees.

Examples of measures to mitigate air quality and greenhouse gas impacts from operation include:

- Requiring that all facility-owned and operated fleet equipment with a gross vehicle weight rating greater than 14,000 pounds accessing the site meet or exceed 2010 model-year emissions equivalent engine standards as currently defined in California Code of Regulations Title 13, Division 3, Chapter 1, Article 4.5, Section 2025. Facility operators shall maintain records on-site demonstrating compliance with this requirement and shall make records available for inspection by the local jurisdiction, air district, and state upon request.
- Requiring all heavy-duty vehicles entering or operated on the project site to be zero-emission beginning in 2030.
- Requiring on-site equipment, such as forklifts and yard trucks, to be electric with the necessary electrical charging stations provided.
- Requiring tenants to use zero-emission light- and medium-duty vehicles as part of business operations.
- Forbidding trucks from idling for more than two minutes and requiring operators to turn off engines when not in use.
- Posting both interior- and exterior-facing signs, including signs directed at all

Page 7

dock and delivery areas, identifying idling restrictions and contact information to report violations to CARB, the air district, and the building manager.

- Installing and maintaining, at the manufacturer's recommended maintenance

intervals, air filtration systems at sensitive receptors within a certain radius of

facility for the life of the project.

- Installing and maintaining, at the manufacturer's recommended maintenance

intervals, an air monitoring station proximate to sensitive receptors and the facility for the life of the project, and making the resulting data publicly

available in real time. While air monitoring does not mitigate the air quality or greenhouse gas impacts of a facility, it nonetheless benefits the affected community by providing information that can be used to improve air quality or avoid exposure to unhealthy air.

Constructing electric truck charging stations proportional to the number of dock doors at the project.

Constructing electric plugs for electric transport refrigeration units at every dock door, if the warehouse use could include refrigeration.

Constructing electric light-duty vehicle charging stations proportional to the number of parking spaces at the project.

Installing solar photovoltaic systems on the project site of a specified electrical generation capacity, such as equal to the building's projected energy needs.

Requiring all stand-by emergency generators to be powered by a non-diesel fuel.

Requiring facility operators to train managers and employees on efficient

scheduling and load management to eliminate unnecessary queuing and idling of

trucks.

Requiring operators to establish and promote a rideshare program that discourages

single-occupancy vehicle trips and provides financial incentives for alternate

modes of transportation, including carpooling, public transit, and biking.

Meeting CalGreen Tier 2 green building standards, including all provisions

related to designated parking for clean air vehicles, electric vehicle charging, and

bicycle parking.

Achieving certification of compliance with LEED green building standards.

Providing meal options onsite or shuttles between the facility and nearby meal

destinations.

Posting signs at every truck exit driveway providing directional information to the

information to the

truck route.

- Improving and maintaining vegetation and tree canopy for residents in and around

the project area.

- Requiring that every tenant train its staff in charge of keeping vehicle records in

diesel technologies and compliance with CARB regulations, by attending CARB- approved courses. Also require facility operators to maintain records on-site demonstrating compliance and make records available for inspection by the local jurisdiction, air district, and state upon request.

- Requiring tenants to enroll in the United States Environmental Protection Agency's SmartWay program, and requiring tenants to use carriers that are SmartWay carriers.

Page 8

- Providing tenants with information on incentive programs, such as the Carl Moyer Program and Voucher Incentive Program, to upgrade their fleets.

VI. Noise Impacts Analysis and Mitigation

The noise associated with logistics facilities can be among their most intrusive impacts to nearby sensitive receptors. Various sources, such as unloading activity, diesel truck movement, and rooftop air conditioning units, can contribute substantial noise pollution. These impacts are exacerbated by logistics facilities' typical 24-hour, seven-days-per-week operation. Construction noise is often even greater than operational noise, so if a project site is near sensitive receptors, developers and lead agencies should adopt measures to reduce the noise generated by both construction and operation activities.

Examples of best practices when studying noise impacts include:

- Preparing a noise impact analysis that considers all reasonably foreseeable project noise impacts, including to nearby sensitive receptors. All reasonably foreseeable project noise impacts encompasses noise from both construction and operations, including stationary, on-site, and off-site noise sources.
- Adopting a lower significance threshold for incremental noise increases when baseline noise already exceeds total noise significance thresholds, to account for the cumulative impact of additional noise and the fact that, as noise moves up the decibel scale, each decibel increase is a progressively greater increase in sound pressure than the last. For example, 70 dBA is ten times more sound pressure than 60 dBA.

Examples of measures to mitigate noise impacts include:

- Constructing physical, structural, or vegetative noise barriers on and/or off the project site.
- Locating or parking all stationary construction equipment as far from sensitive receptors as possible, and directing emitted noise away from sensitive receptors.
- Verifying that construction equipment has properly operating and maintained mufflers.
- Requiring all combustion-powered construction equipment to be surrounded by a noise protection barrier
- Limiting operation hours to daytime hours on weekdays.
- Paving roads where truck traffic is anticipated with low noise asphalt.
- Orienting any public address systems onsite away from sensitive receptors and setting system volume at a level not readily audible past the property line.

VII. Traffic Impacts Analysis and Mitigation

Warehouse facilities inevitably bring truck and passenger car traffic. Truck traffic can present substantial safety issues. Collisions with heavy-duty trucks are especially dangerous for passenger cars, motorcycles, bicycles, and pedestrians. These concerns can be even greater if

Page 9

truck traffic passes through residential areas, school zones, or other places where pedestrians are common and extra caution is warranted.

Examples of measures to mitigate traffic impacts include:

- Designing, clearly marking, and enforcing truck routes that keep trucks out of residential neighborhoods and away from other sensitive receptors.
- Installing signs in residential areas noting that truck and employee parking is prohibited.
- Constructing new or improved transit stops, sidewalks, bicycle lanes, and crosswalks, with special attention to ensuring safe routes to schools.
- Consulting with the local public transit agency and securing increased public transit service to the project area.
- Designating areas for employee pickup and drop-off.
- Implementing traffic control and safety measures, such as speed bumps, speed limits, or new traffic signs or signals.

- Placing facility entry and exit points on major streets that do not have adjacent

sensitive receptors.

- Restricting the turns trucks can make entering and exiting the facility to route

trucks away from sensitive receptors.

- Constructing roadway improvements to improve traffic flow.

- Preparing a construction traffic control plan prior to grading, detailing the

locations of equipment staging areas, material stockpiles, proposed road closures, and hours of construction operations, and designing the plan to minimize impacts to roads frequented by passenger cars, pedestrians, bicyclists, and other non-truck traffic.

VIII. Other Significant Environmental Impacts Analysis and Mitigation

Warehouse projects may result in significant environmental impacts to other resources, such as to aesthetics, cultural resources, energy, geology, or hazardous materials. All significant adverse environmental impacts must be evaluated, disclosed and mitigated to the extent feasible under CEQA. Examples of best practices and mitigation measures to reduce environmental impacts that do not fall under any of the above categories include:

- Appointing a compliance officer who is responsible for implementing all mitigation measures, and providing contact information for the compliance officer to the lead agency, to be updated annually.
- Creating a fund to mitigate impacts on affected residents, schools, places of worship, and other community institutions by retrofitting their property. For example, retaining a contractor to retrofit/install HVAC and/or air filtration systems, doors, dual-paned windows, and sound- and vibration-deadening insulation and curtains.
- Sweeping surrounding streets on a daily basis during construction to remove any construction-related debris and dirt.
- Directing all lighting at the facility into the interior of the site.

Page 10

- Using full cut-off light shields and/or anti-glare lighting.
- Using cool pavement to reduce heat island effects.
- Installing climate control in the warehouse facility to promote worker well-being.
- Installing air filtration in the warehouse facility to promote worker well-being.

□ installing an induction in the warehouse facility to promote worker well-being.

As I read the environmental documents for the project it appears the developer never read the Attorney General's (AG) letter on Best Practices and Mitigations for warehouse projects like the Stoneridge Commerce Center (SCC). The Final EIR/future environmental documents must make sure what you read above from the AG's office is incorporated into this possible warehouse project to protect current and future nearby residents as well as warehouse workers from both the project site as well as from the project's diesel equipment/truck traffic.. The impacts to the environment will be significantly be reduced in our non-attainment area if the project's Final EIR includes what the AG wrote above — but currently doesn't.

The Draft EIR also fails to incorporate what Stanley Armstrong wrote for the California Air Resources Board (CARB) in their Notice of Preparation (NOP) comments as you can read in the following:

"III. Conclusion

To reduce the exposure of toxic diesel PM emissions in disadvantaged communities already disproportionately impacted by air pollution, the final design of the Project should include all existing and emerging zero-emission technologies to minimize diesel PM and oxides of nitrogen (NO_x) emissions, as well as the greenhouse gases that contribute to climate change. CARB encourages the City and applicant to implement the measures listed in Attachment A of this comment letter to reduce the Project's construction and operational air pollution emissions."

The CARB's Attachment A mentioned above is found below, but the IS/MND again fails to address and incorporate CARB's concerns and strongly worded recommendations for warehouses. It is important that MVBC's final environmental documents do not make the same omissions as is very apparent in the environmental documents IS/MND by incorporating both the AG's and CARB's letter/Attachment A into the MVBC warehouse final project....otherwise it will be inadequate.

The California Air Resources Board (CARB) provided Attachment A found below my name to the city on the Moreno Valley Trade Center (MVTC), the Heacock Commerce Center (HCC), Edgemont Commerce Center (ECC) and I suspect on several other warehouse projects within our city.

There is no excuse for the city not to apply/require that which is contained in CARB's Attachment A from day one on this project and the Sierra Club expects to see them in the final project.

Please keep me informed of all documents and meetings related to this project.

Sincerely,

George Hague
Sierra Club
Moreno Valley Group

ATTACHMENT A

Recommended Air Pollution Emission Reduction Measures for Warehouses and Distribution Centers

The California Air Resources Board (CARB) recommends developers and government planners use all existing and emerging zero to near-zero emission technologies during project construction and operation to minimize public exposure to air pollution. Below are some measures, currently recommended by CARB, specific to warehouse and distribution center projects. These recommendations are subject to change as new zero-emission technologies become available.

Recommended Construction Measures

1. Ensure the cleanest possible construction practices and equipment are used. This includes eliminating the idling of diesel-powered equipment and providing the necessary infrastructure (e.g., electrical hookups) to support zero and near-zero equipment and tools.
2. Implement, and plan accordingly for, the necessary infrastructure to support the zero and near-zero emission technology vehicles and equipment that will be operating on site. Necessary infrastructure may include the physical (e.g., needed footprint), energy, and fueling infrastructure for construction equipment, on-site vehicles and equipment, and medium-heavy and heavy-heavy duty trucks.
3. In construction contracts, include language that requires all off-road diesel-powered equipment used during construction to be equipped with Tier 4 or cleaner engines, except for specialized construction equipment in which Tier 4 engines are not available. In place of Tier 4 engines, off-road equipment can incorporate retrofits, such that, emission reductions achieved equal or exceed that of a Tier 4 engine.
4. In construction contracts, include language that requires all off-road equipment with a power rating below 19 kilowatts (e.g., plate compactors, pressure washers) used during project construction be battery powered.
5. In construction contracts, include language that requires all heavy-duty trucks entering the construction site, during the grading and building construction phases be model year 2014 or later. All heavy-duty haul trucks should also meet CARB's lowest optional low-oxides of nitrogen (NO_x) standard starting in the year 2022.¹

¹ In 2013, CARB adopted optional low-NO_x emission standards for on-road heavy-duty engines. CARB encourages engine manufacturers to introduce new technologies to reduce NO_x emissions below the current mandatory on-road heavy-duty diesel engine emission standards for model year 2010 and later. CARB's optional low-NO_x emission standard is available at:

Attachment - 1

6. In construction contracts, include language that requires all construction equipment and fleets to be in compliance with all current air quality regulations. CARB is available to assist in implementing this recommendation.

Recommended Operation Measures

1. Include contractual language in tenant lease agreements that requires tenants to use the cleanest technologies available, and to provide the necessary infrastructure to support zero-emission vehicles and equipment that will be operating on site.
2. Include contractual language in tenant lease agreements that requires all loading/unloading docks and trailer spaces be equipped with electrical hookups for trucks with transport refrigeration units (TRU) or auxiliary power units. This requirement will substantially decrease the amount of time that a TRU powered by a fossil-fueled internal combustion engine can operate at the project site. Use of zero-emission all-electric plug-in TRUs, hydrogen fuel cell transport refrigeration, and cryogenic transport refrigeration are encouraged and can also be included in lease agreements.²
3. Include contractual language in tenant lease agreements that requires all TRUs entering the project site be plug-in capable.
4. Include contractual language in tenant lease agreements that requires future tenants to exclusively use zero-emission light and medium-duty delivery trucks and vans.
5. Include contractual language in tenant lease agreements requiring all TRUs, trucks, and cars entering the Project site be zero-emission.
6. Include contractual language in tenant lease agreements that requires all service equipment (e.g., yard hostlers, yard equipment, forklifts, and pallet jacks) used within the project site to be zero-emission. This equipment is widely available.
7. Include contractual language in tenant lease agreements that requires all heavy-duty trucks entering or on the project site to be model year 2014 or later, expedite a transition to zero-emission vehicles, and be fully zero-emission beginning in 2030.

² CARB's Technology Assessment for Transport Refrigerators provides information on the current

and projected development of TRUs, including current and anticipated costs. The assessment is available at:

Attachment - 2

8. Include contractual language in tenant lease agreements that requires the tenant be in, and monitor compliance with, all current air quality regulations for on-road trucks including CARB's Heavy-Duty (Tractor-Trailer) Greenhouse Gas Regulation,³ Periodic Smoke Inspection Program (PSIP),⁴ and the Statewide Truck and Bus Regulation.⁵
9. Include contractual language in tenant lease agreements restricting trucks and support equipment from idling longer than 5 minutes while on site.
10. Include contractual language in tenant lease agreements that limits on-site TRU diesel engine runtime to no longer than 15 minutes. If no cold storage operations are planned, include contractual language and permit conditions that prohibit cold storage operations unless a health risk assessment is conducted, and the health impacts fully mitigated.
11. Include rooftop solar panels for each proposed warehouse to the extent feasible, with a capacity that matches the maximum allowed for distributed solar connections to the grid.

³. In December 2008, CARB adopted a regulation to reduce greenhouse gas emissions by improving the fuel efficiency of heavy-duty tractors that pull 53-foot or longer box-type trailers. The regulation applies primarily to owners of 53-foot or longer box-type trailers, including both dry-van and refrigerated-van trailers, and owners of the heavy-duty tractors that pull them on California highways. CARB's Heavy-Duty (Tractor-Trailer) Greenhouse Gas Regulation is available at:


⁴. The PSIP program requires that diesel and bus fleet owners conduct annual smoke opacity inspections of their vehicles and repair those with excessive smoke emissions to ensure compliance. CARB's PSIP program is available at:

⁵. The regulation requires that newer heavier trucks and buses must meet particulate matter filter requirements beginning January 1, 2012. Lighter and older heavier trucks must be replaced starting January 1, 2015. By January 1, 2023, nearly all trucks and buses will need to have 2010 model year engines or equivalent. CARB's Statewide Truck and Bus Regulation is available at:

RECEIVED

JUL 25 2022



From: George Hague [REDACTED] 
Subject:
Date: July 24, 2022 at 1:11 PM
To:

CITY OF MORENO VALLEY
 Planning Division

Begin forwarded message:

From: George Hague
Subject: 5-Comments on Moreno Valley Business Center (MVBC) warehouse Initial Study/Mitigated Negative Declaration (IS/MND)
Date: July 6, 2022 at 4:56:01 PM PDT
To: Julia Descoteaux < >
Cc: City Clerk < >

Good afternoon Ms Descoteaux,

RE: 5-Comments on Moreno Valley Business Center (MVBC) warehouse Initial Study/Mitigated Negative Declaration (IS/MND)

This is the fifth email with comments that I have sent in making comments on the MVBC project. The Sierra Club looks forward to reading how the project addresses the concerns expressed in each of them.

The Office of Environmental Health Hazard Assessment, on behalf of the California Environmental Protection Agency, has updated [CalEnviroScreen 4.0](#) as of October 2021 which you will find below my name for the census tract that would contain the proposed MVBC warehouse. This information must be considered as you move forward with this warehouse that has housing adjacent on one side and across narrow roads on two other sides. The CalEnviroScreen Percentile for the MVBC project site is 99.1 which must be part of environmental analysis and mitigations as the project moves through environmental review. The City of Moreno Valley needs to be reducing the environmental impacts to the families who live near the proposed MVBC and not increasing them. We look forward to reading how you will accomplish this by adding a warehouse with all its diesel emitting equipment/trucks to the neighborhood as well as light and noise pollution.

Based on the information below my name the Sierra Club finds it difficult to understand how any planner can recommend this project for approval at the current location.

Senate Bill 535 Disadvantage Communities includes the MVBC project site as can be seen at the bottom of this email. This adds to the seriousness of trying to locate this warehouse in this location. The Sierra Club looks forward to reading the justification of placing this warehouse in a very inappropriate location with all its impacts on the nearby community that is already suffering existing social and environmental injustices.

I repeat the following from a previous email on this project:

Now the city begins processing this additional warehouse which goes counter to what the Attorney General (AG) has expressed in his frustration with Moreno Valley.

” Bonta said in a news release. “We’re intervening today so that those communities do not continue to bear the brunt of poor land use decisions that site warehouses outside their doors.”

As for Bonta, he alleged in the release, that health issues are affecting Moreno Valley communities that “live at the intersection of poverty and pollution.”

Please keep me informed of all meetings and documents related to this project.

Sincerely,

George Hague
 Sierra Club

**Moreno Valley Group
Conservation Chair**

Census Tract: 6065042505 (Population: 3,542)

The results for each indicator range from 0-100 and represent the percentile ranking of census tract 6065042505 relative to other census tracts.

Overall Percentile

CalEnviroScreen 4.0 Percentile	99
Pollution Burden Percentile	95
Population Characteristics Percentile	98

The results for each indicator range from 0-100 and represent the percentile ranking of census tract 6065042505 relative to other census tracts.

Overall Percentile

CalEnviroScreen 4.0 Percentile	99
Pollution Burden Percentile	95
Population Characteristics Percentile	98

Exposures

Ozone	99
Particulate Matter 2.5	64
Diesel Particulate Matter	64
Toxic Releases	80
Traffic	84
Pesticides	27
Drinking Water	67
Lead from Housing	99

Exposure of Other

Cleanup Sites	83
Groundwater Threats	15
Hazardous Waste	57

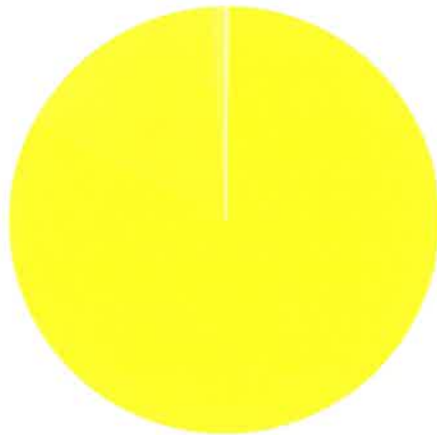
Hazardous Waste	0
Impaired Waters	0
Solid Waste	67

Environmental Priorities

Asthma	69
Low Birth Weight	94
Cardiovascular Disease	85

Socioeconomic Factors

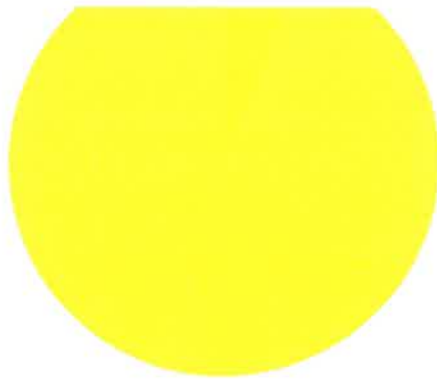
Education	94
Linguistic Isolation	79
Poverty	98
Unemployment	98
Housing Burden	89



Race/Ethnicity Profiles

- Hispanic: 82.5%
- African American: 10.4 %
- White: 6.1%
- Asian American: 0.9%
- Other: 0.1%

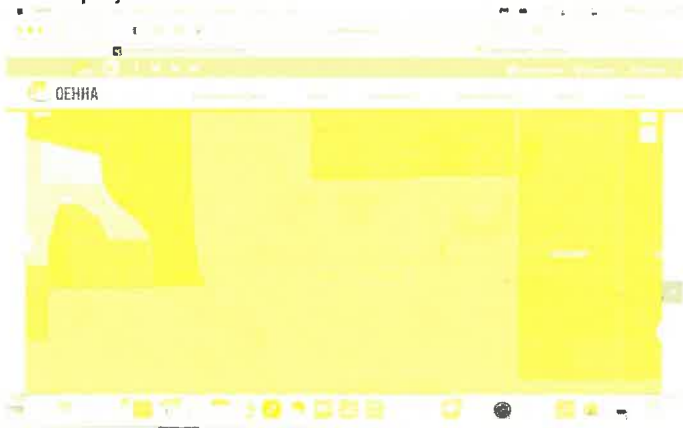




Age Profiles

Age between 10 – 64: 75.9%
Children (Age 10 or Less): 18.0%
Elderly (Age 65 or Greater): 6.1%

Screen Shot of CalEnviroScreen of MVBC project area/census tract

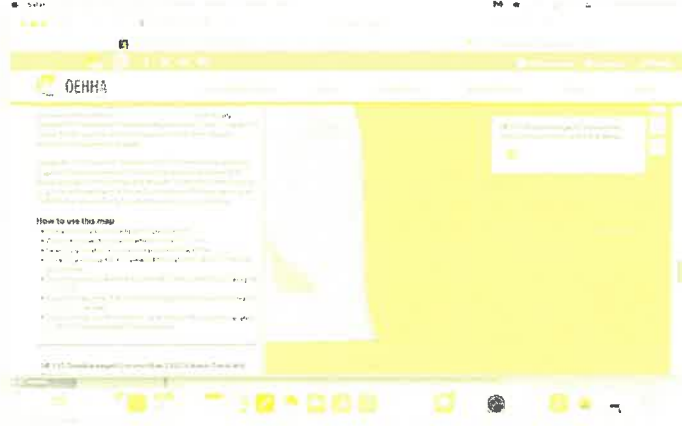


SB 535 Disadvantaged Communities 2022

Census Tract	6065042505
ZIP	92553
Population	3,542
County	Riverside
CalEnviroScreen 4.0 Percentile	99.1
Disadvantaged	CalEnviroScreen 4.0

Communities
Category
Top 25%

Screen shot of Senate Bill 535 Disadvantaged Community
MVBC project area/census tract



*My email version of this letter is better
and needs to be used*

Attachment: PAA22-0002 Letter of Appeal - Sierra Club (6001 : PEN20-0162 Moreno Business Center)

CENTER FOR COMMUNITY ACTION AND ENVIRONMENTAL JUSTICE

“Bringing People Together to Improve Our Social and Natural Environment”

July 25, 2022

Manuel Mancha

Community Development Director City of Moreno Valley

Re: Notice of Appeal by CCAEJ of the Moreno Valley Business Center (MVBC) approved by the Planning Commission on July 14, 2022 to the City Council.

Project: Plot Plan PEN21-0079 (PEN20-0162, PEN20-0163) Applicant: LDC Industrial Realty, LLC, Owner: City of Moreno Valley.

Location: Northeast corner of the intersection of Alessandro Boulevard and Day Street (APNs: 291-191-007 through -013, and -025 through -029)

Proposal: A request to develop an approximately 8.2 gross-acre (7.8 net-acre) property with a 164,187 square foot light industrial building.

Note: Today, Monday July 25, 2022 falls within the ten day appeal period because the city offices have been closed for the last two days.

Honorable Mayor and Members of the City Council,

On July 14th, 2022 City Leadership failed the community by approving a warehouse project that would continue a deadly cumulative assault on the health of the people of Moreno Valley in violation of SB1000. California Code Section 65040.12(e) states that:

Fairness in the context means that the benefits of a healthy environment should be available to everyone, and the burdens of pollution should not be focused on sensitive populations or on communities that are already experiencing its adverse effects.

When the Planning Commission voted 3-1 to approve the Moreno Valley Business Center (MVBC) warehouse property, land that is owned by the city, they acted in violation of the aforementioned code and California Code Section 65302 regarding disadvantaged communities.

Disadvantaged Communities means an area identified by the California Environmental Protection Agency pursuant to Section 39711 of the Health and Safety Code or an area that is a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation.

CCAIEJ is appealing (1) all land use approvals and planning applications for approval; and (2) all CEQA determinations including the mitigated negative declaration approved (3) as well as all other elements and other approvals by the Planning Commission for the Moreno Valley Business Center. (Plot Plan PEN21-0079 (PEN20-0162, PEN20-0163) Applicant: LDC Industrial Realty, LLC)

The Moreno Valley Business Center (MVBC) warehouse property which is owned by the city would negatively impact families in adjacent homes as well as those across narrow

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www.ccae.org

CENTER FOR COMMUNITY ACTION AND ENVIRONMENTAL JUSTICE

“Bringing People Together to Improve Our Social and Natural Environment”

streets. It would also be growth inducing for more warehouses to an area that according to the California Communities Environmental Health Screening Tool Version 4.0 (CalEnviroScreen), this community is located in a census tract that scores within the top 1 percent of State’s most impacted from air pollution from an environmental hazard and socioeconomic standpoint. The data is readily available to the Planning Commission to identify this community as a **Disadvantaged Community**, and therefore it is the responsibility of the City of Moreno Valley to protect the community pursuant to California Code Section 65858(a):

The legislative body of a county, city, including a charter city, or city and county, to protect the public safety, health, and welfare, may adopt as an urgency measure an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time.

Therefore, the approval of such a project is a dereliction of duty by the City of Moreno Valley and is another example to support why California State Attorney General (AG) Bonta has joined the Sierra Club in a lawsuit against the City of Moreno Valley’s General Plan Update only in the last month. AG Bonita said in a news release:

“We’re intervening today so that those communities do not continue to bare the brunt of poor land use decisions that site warehouses outside their doors.”

As for Bonta, he alleged in the news release that health issues are affecting Moreno Valley communities that “live at the intersection of poverty and pollution.” The MVBC is exactly the type of “poor land use decisions” that caused Attorney General Bonta to be concerned for our residents when he is quoted about our city citing “warehouses outside their doors.”

The Moreno Valley community in accordance with documentation from CalEnviroScreen 4.0 already have a heavy burden for pollution impacts especially for children who are negatively impacted by pollution with symptoms including: migraines, asthma attacks, respiratory issues, diabetes, and neurological disorders. All these medical issues according to the World Health Organization, the American Heart Association, the American Lung Association, and the American Pediatric Association have been directly linked to diesel pollutants. This project would exponentially increase this burden and therefore is in violation of California Code.

The Project is near residences and schools that are already burdened by multiple air pollution sources, the city and applicant must prepare a health risk assessment (HRA) for the Project. The HRA should account for all potential operational health risks from Project-related diesel PM emission sources, including, but not limited to, back-up generators, on-site diesel-powered equipment, and heavy-duty trucks. The HRA should also determine if the operation of the Project in conjunction with past, present, and reasonably foreseeable future projects or activities would result in a cumulative cancer risk impact on nearby residences.

CENTER FOR COMMUNITY ACTION AND ENVIRONMENTAL JUSTICE

“Bringing People Together to Improve Our Social and Natural Environment”

Image 1. CalEnviroScreen 4.0 displays this parcel surrounded by homes within the highest environmental burdens in the state of California.

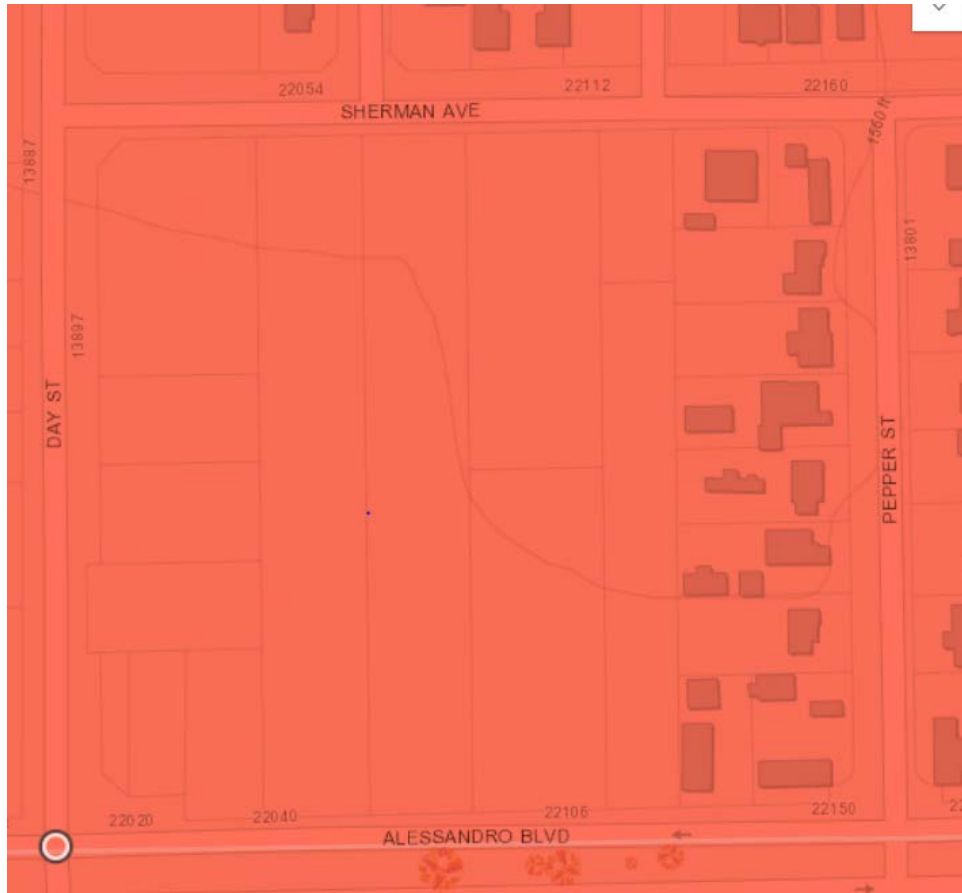


Table 1. CalEnviroScreen 4.0 Data for community surrounding APNs: 291-191-007 through -013, and -025 through -029

CalEnviroScreen 4.0 Data for Community Surrounding (APNs: 291-191-007 through -013, and -025 through -029)	
Overall Percentiles	
CalEnviroScreen 4.0 Percentile	99
Pollution Burden Percentile	95
Population Characteristics Percentile	98
Exposures	
Ozone	99
Particulate Matter 2.5	64
Diesel Particulate Matter	64
Toxic Releases	80
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Since the Project description does not explicitly state that the proposed project includes cold storage, there is a possibility that trucks and trailers visiting the Project-site would be equipped with Transport Refrigeration Units (TRUs). TRUs on trucks and trailers can emit large quantities of diesel exhaust while operating within the Project-site. Residences and other sensitive receptors (e.g., daycare facilities, senior care facilities, and schools) located near where these TRUs could be operating would be exposed to diesel exhaust emissions that would result in a significant cancer risk impact to the nearby community. If the Project would be used for cold storage, the city must model air pollutant emissions to accurately consider the cumulative impacts in compliance with SB1000. In addition, the assessment should include potential cancer risks from on-site TRUs in the Project’s HRA. If the Project will not be used for cold storage, the City and applicant should include one of the following design measures:

A Project design measure requiring contractual language in tenant lease agreements that prohibits tenants from operating TRUs within the Project-site; or a condition requiring a restrictive covenant over the parcel that prohibits the applicant’s use of TRUs on the property unless the applicant seeks and receives an amendment to its conditional use permit allowing such use.

The HRA prepared in support of the Project should be based on the latest Office of Environmental Health Hazard Assessment’s (OEHHA) guidance (2015 Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments), and CARB’s Hot Spots Analysis and Reporting Program (HARP2 model). The Project’s mobile diesel PM emissions used to estimate the Project’s cancer risk impacts should be based on CARB’s latest 2021 Emission Factors model (EMFAC2021). Mobile

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emission factors can be easily obtained by running the EMFAC2021 Web Database:
<https://arb.ca.gov/emfac/>.

The HRA should evaluate and present the existing baseline (current conditions), future baseline (full build-out year, without the Project), and future year with the Project. The health risks modeled under both the existing and the future baselines should reflect all applicable federal, state, and local rules and regulations. By evaluating health risks using both baselines, the public and planners will have a complete understanding of the potential health impacts that would result from the Project and *only then* should this project be placed in front of City Leadership for a vote. **The Planning Commission failed.**

In addition to the health risks associated with operational diesel PM emissions, health risks associated with construction diesel PM emissions should be included in the air quality section for cumulative impacts and the Project’s HRA. Construction of the Project would result in short-term diesel PM emissions from the use of both on-road and off-road diesel equipment. The OEHHA guidance recommends assessing cancer risks for construction projects lasting longer than two months. Since construction would very likely occur over a period lasting longer than two months, the HRA prepared for the Project should include health risks for existing residences near the Project-site during construction.

The HRA should account for all diesel PM emission sources related to Project construction, including, but not limited to, off-road mobile equipment, diesel generators, and on-road heavy-duty trucks. As previously stated in this letter, the cancer risks evaluated in the construction HRA should be based on the latest OEHHA guidance, and CARB’s HARP2 model. The cancer risks reported in the HRA should be calculated using the latest emission factors obtained from CARB’s latest EMFAC (currently EMFAC 2021) and off-road models.

In partnership with the Sierra Club, we discovered that the Sierra Club submitted five emails/letters prior to the July 6th deadline for Initial Study/Mitigated Negative Declaration (IS/MND) comments. Within those letters were AG’s recommendations on "Warehouse Projects: Best Practices and Mitigations Measures to Comply with the California Environmental Quality Act. In addition, on July 5, 2022 South Coast Air Quality Management District (SCAQMD) submitted a MND letter. The concerns, issues, and recommendations in those comments as well as all other IS/MND letters were not reflected in the July 14th staff report or in the presentation to the Planning Commission prior to their vote.

The failure to incorporate the public comments demonstrate the willful violation of CEQA statute and the Brown Act by the City of Moreno Valley as they strategically failed to disclose public comments so that they would not be considered or incorporated into the decision-making process.

The staff report and presentation to the Planning Commission shows the City’s almost total avoidance to include SCAQMD’s recommendations for the project’s analysis and conditions of approval prior to the vote. The fact that the city scheduled the July 14th Planning Commission meeting only about a week after the close of public/agency

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comments on the MVBC’s IS/MND would almost preclude them from including/addressing the recommendations and concerns received in the emails/letters prior to approval.

The project description and the data in the noise study do not entirely match. The public and the decision makers as well as other analysis needed to include whether the project will possibly include 25% of its space for cold storage. Since the developer has repeatedly stated that they do not have a tenant at this time, then a cold storage might become a reality as described below by Urban Crossroads. Therefore, all analyses done must include this possibility or they are inadequate. The impacts of single event noise like backup beepers and loudspeakers as well as vibrations needed further analysis.

The Noise Study defines the project operation as follows which may be of concern:

Urban Crossroads, Inc. has prepared this noise study to determine the potential noise impacts and the necessary noise mitigation measures, if any, for the proposed Moreno Valley Business Center development (“Project”). The Project site is located on the northeast corner of Day Street and Alessandro Boulevard in the City of Moreno Valley. The proposed Project consists of 123,367 square feet (sf) of warehousing (75% of total building sf) and 41,122 sf of high-cube cold storage warehouse use (25% of total building sf) for a total of 164,489 sf within a single building.

Zoning Compliance problem:

Although "Business Flex" makes allowances for warehousing and distribution this project fails to comply with the development standards for parcels fronting onto Alessandro Boulevard as stated in MVMC Section 9.07.010:

2. Property Development Standards. The business flex (BF) district applies primarily to parcels fronting Alessandro Boulevard between Old Highway 215 and Elsworth Street. The intent is to provide opportunities for the development of on-site pedestrian-oriented friendly projects with development amenities that serve the needs of residents, visitors, and employees from the surrounding community. Development is allowed up to three stories in height with building frontages near or at the sidewalk, landscaped pathways from the public right-of-way and throughout the development, and parking under or behind buildings.

(9.07.010 Mixed Use Zones/Corridors (B-F, DC, COMU, CEMU, HO/C) (qcode.us))

As noted in the standards for business flex along Alessandro Boulevard, this building must be limited to three (3) stories which should have a limit far less than the 43 feet proposed. This warehouse is also far from being a “pedestrian-oriented friendly project”. Besides the above there are other standards for projects along Alessandro Blvd that should have been shared with decisions makers. In fact, this project fails to comply with California Code Section 65302 amended by SB1000 section:

(2)(A) Upon any substantive revision of the circulation element, the legislative body shall modify the circulation element to plan for a balanced, multimodal transportation network that meets the needs of all users of streets, roads, and highways for safe and convenient travel in a manner that is suitable to the rural,

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suburban, or urban context of the general plan. (B) For purposes of this paragraph, “users of streets, roads, and highways” mean bicyclists, children, persons with disabilities, motorists, movers of commercial goods, pedestrians, users of public transportation, and seniors.

Several other concerns are as follows.

It appears the proposed Edgemont Commerce Center (ECC) warehouse project location that is currently preparing a Draft EIR was not shared with the decision makers. The ECC is slightly north of the MVBC on Day Street. This is probably why the MVBC doesn't prevent diesel trucks and other traffic from heading north from their project. The MVBC is also growth inducing for other warehouses like the ECC in this census tract that is already heavily impacted with air pollution and other negative impacts.

A lighting plan has not been provided that could verify whether wall mounted lights along the employee parking area would be low mounted to prevent light glare into the adjacent residences. International Dark Sky standards were not required and being so close to residents they should have been. Dimming of lighting to 50% between 9 pm and 7 pm should have also been a condition of approval with only certain exceptions. Light pollution needs further analysis and must include that which comes from vehicles.

The landscape plan does not reflect the inclusion of the bio swales and how they will limit the proposed landscape screening of the southern building elevation. The landscape plan does not reflect the site and grading plan limitations for parking spaces that begin at the Alessandro Blvd driveway entrance. The grading plan indicates that the transitioning grade from the street would not permit those parking spaces.

Conclusions

Table 2 is a concise summary of the Moreno Valley General Plan goals, policies and actions as compared to the aspects of the Moreno Valley Business Center with conflicts in the comparison to the project.

For these reasons, we are opposed to this Project. The City's recently completed General Plan already leaves this portion of the Moreno Valley community neglected and as a dumping ground for pollution with little say in the matter. This exacerbates the issue by not just adding another warehouse into an already overburdened community, but also by siting it on a location which deprives the community of desperately needed amenities that are promised as a stated part of the City's General Plan.

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Table 2: City of Moreno Valley General Plan Goals, Policies, and Actions as compared to aspects of the Moreno Valley Business Center Project which conflict with what is stated in the General Plan.

<p>Moreno Valley General Plan Goal, Policy, or Action</p>	<p>Comparison to Project</p>
<p>LCC.2-24: At intersections on the mixed-use corridors, prioritize retail and other uses that promote pedestrian activity on the ground floor of buildings.</p>	<p>Alessandro is identified as a mixed-use corridor, but this Project would not provide retail or promote pedestrian activity.</p>
<p>E.2-F: Identify and incorporate zoning that supports innovative businesses located in residential neighborhoods and mixed-use areas.</p>	<p>A warehouse of this size is typically not used by innovative industries.</p>
<p>C.1-B: Work with property owners, in cooperation with RCTC, to reserve rights-of-way for freeways, regional arterial projects, transit, bikeways, and interchange expansion and potential Community and Environmental Transportation Acceptability Process (CETAP) corridors through site design, dedication, and land acquisition, as appropriate.</p>	<p>The Project fails to demonstrate how acceptable bikeways meeting the latest standards from Caltrans¹ or the FHWA² would be provided.</p>
<p>C.2-1: Design, plan, maintain, and operate streets using complete streets principles for all types of transportation projects including design, planning, construction, maintenance, and operations of new and existing streets and facilities. Encourage street connectivity that aims to create a comprehensive, integrated, connected network for all modes.</p>	
<p>C.3-C: Update the City’s standard roadway cross-sections and standard plans to reflect state-of-the-practice in safe and efficient roadway design</p>	

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<p>C.4-5: Recognize that high-speed streets, high-volume streets and truck routes can increase pedestrian and bicycle stress levels and decrease comfortability. Provide increased buffers and protected bicycle lanes in high- stress areas, where feasible. Provide landscaped buffers where feasible to separate pedestrian environments from the travel way adjacent to motor vehicles. Provide convenient and high-visibility crossings for pedestrians.</p>	
<p>LCC.2-26: Provide streetscape improvements along the mixed-use corridors of Alessandro, Sunnymead, and Perris to enhance livability, vitality, and safety for all modes of travel.</p>	
<p>EJ.1-D: Work with the distribution and warehousing business community to improve outdoor air quality through improved operations and practices, such as planning for zero emissions trucks and vans.</p>	<p>As shown in Table 3-8, the proposed Project does the exact opposite because it is anticipated to generate more GHG emissions per day compared to emissions which would be generated by the existing general plan land uses. Additionally, because air quality thresholds are not met, the Project gets a “free pass” to pollute as long as it is below the cap. In turn, this also counters the clearly stated desire of the City to improve air quality from warehouses, something which cannot coexist with an increase in emissions, even when below the SCAQMD threshold.</p>
<p>EJ.4-1: Encourage inclusive, participatory City processes that emphasize the collaborative exchange of ideas by all segments of the community. Possible strategies may include:</p>	<p>Relying only on a mitigated negative declaration and not providing additional time for the community to have time to review the documents and respond flies in the face of these policies and actions.</p>

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<p>◆ Holding public meetings and outreach activities at culturally appropriate neighborhood gathering places or community events when feasible.</p>	
<p>◆ Employing a wide-range of outreach methods and activities, including pop-up events, focus groups, community workshops and online surveys, in various languages.</p>	
<p>◆ Encouraging the participation of DAC residents in civic processes by providing transportation vouchers, translation services, childcare, food, or monetary compensation.</p>	

Sincerely,

Ana Gonzalez

Ana Gonzalez
Executive Director

CCA EJ is a long-standing community based organization with over 40 years of experience advocating for stronger regulations through strategic campaigns and building a base of community power. Most notably, *CCA EJ*'s founder Penny Newman won a landmark federal case against Stringfellow Construction which resulted in the 'Stringfellow Acid Pits' being declared one of the first Superfund sites in the nation. *CCA EJ* prioritizes community voices as we continue our grassroots efforts to bring lasting environmental justice to the Inland Valley Region.

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RESOLUTION NUMBER 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DENYING APPEALS (PAA22-0002) AND (PAA22-0003), AND ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR PLOT PLAN PEN20-0162 (PEN21-0079) FOR THE PROPOSED MORENO VALLEY BUSINESS CENTER PROJECT LOCATED AT THE NORTHEAST CORNER OF ALESSANDRO BOULEVARD AND DAY STREET (APN'S 291-191-007 THROUGH -013 AND -025 THROUGH -029)

WHEREAS, the City of Moreno Valley (“City”) is a general law city and a municipal corporation of the State of California, and the lead agency for the preparation and consideration of environmental documents for local projects that are subject to requirements of the California Environmental Quality Act (CEQA)¹ and CEQA Guidelines²; and

WHEREAS, LDC Industrial Realty, LLC, (“Applicant”) has submitted applications for a Plot Plan (PEN20-0162 (PEN210079)) for proposed Moreno Valley Business Center project with approximately 164,187 square foot light industrial building with associated public improvements on approximately 8.2 acres (“Proposed Project”) located at the northeast corner of Alessandro Boulevard and Day Street (APN'S 291-191-007 through -013 and -025 through -029) (“Project Site”); and

WHEREAS, Planning Division Staff completed an Initial Study (environmental assessment) for the Proposed Project and based on the assessment, recommends adoption of a Mitigated Negative Declaration (“MND”) and a Mitigated Monitoring and Reporting Program (“MMRP”) in accordance with Section 6 (Negative Declaration Procedures) of the City’s Rules and Procedures for the Implementation of the California Environmental Quality Act (CEQA) and the requirements of the CEQA Guidelines Sections 15070 – 15075; and

WHEREAS, a Notice of Intent to Adopt a Mitigated Negative Declaration was duly noticed and circulated for public review for a period of 20 days commencing on June 16, 2022, through July 6, 2022; and

WHEREAS, in compliance with CEQA and the CEQA Guidelines, a Mitigation Monitoring and Reporting Program (“MMRP”), which is a program for monitoring and reporting on the Proposed Projects’ mitigation measures, was prepared for the proposed Project and circulated with the MND; and

WHEREAS, on July 14, 2022, a hearing was conducted by the Planning Commission to consider adopting the Proposed Project’s MND and the MMRP, and

¹ Public Resources Code §§ 21000-21177

² 14 California Code of Regulations §§15000-15387

approval of the Proposed Project, at which time the Planning Commission considered the Initial Study, MND, and the MMRP, together with any comments received during and prior to the public review process; and

WHEREAS, at the conclusion of the public hearing, in the exercise of its own independent judgment, the Planning Commission determined that the MND and the MMRP prepared for the Proposed Project has reduced the environmental impacts of the Proposed Project to levels of insignificance, and that there is no substantial evidence supporting a fair argument that the Proposed Project will have a significant effect on the environment that would otherwise require the preparation of an environmental impact report, and voted 3-1 to approve the Proposed Project; and

WHEREAS, on July 25, 2022, two appeals (PAA22-0002 and PAA22-0003) were filed appealing the Planning Commission's decision; and

WHEREAS, on November 15, 2022, a hearing was conducted by the City Council to consider the two appeals or adopting the MND and MMRP, and approving the Proposed Project; and

WHEREAS, at the conclusion of the public hearing, in the exercise of its own independent judgment, the City Council has determined that the MND and MMRP will reduce the environmental impacts of the Proposed Project to levels of insignificance and that there is no substantial evidence supporting a fair argument that the Proposed Project will have a significant effect on the environment in a manner that otherwise would require the preparation and verification of an Environmental Impact Report.

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

Section 1. Recitals and Exhibits

That the foregoing Recitals and attached exhibits are true and correct and are hereby incorporated by this reference.

Section 2. Evidence

That the City Council has considered all the evidence submitted into the Administrative Record for the MND and MMRP, including, but not limited to, the following:

- (a) Mitigated Negative Declaration/Initial Study prepared for the Proposed Project, attached hereto as Exhibit A;
- (b) Notice of Intent to Adopt a MND/Newspaper Notice, attached hereto as Exhibit B;
- (c) MMRP, attached hereto as Exhibit C;
- (d) Staff Report prepared for the City Council's consideration and all documents, records, and references related thereto, and Staff's presentation at the public hearing;

- (e) Testimony, comments, and correspondence from all persons that were provided at, or prior to, the July 14, 2022 Planning Commission public hearing;
- (f) Appeals PAA22-0002 and PAA22-0003;
- (g) Testimony, comments, and correspondence from all persons that were provided at, or prior to, the City Council November 15, 2022, public hearing;
- (h) Proposed conditions of approval for the Proposed Project;
- (i) Staff reports prepared for the Planning Commission for its July 14, 2022, public hearing; and
- (j) Testimony and/or comments from all persons that was provided in written format or correspondence, at, or prior to the July 14, 2022, public hearing.

Section 3. Findings

That based on the content of the foregoing Recitals and the Evidence contained in the Administrative Record as set forth above, the City Council makes the following findings:

- (a) That all environmental impacts of the Proposed Project, with the mitigation measures set forth in the MMRP, have been reduced to levels of insignificance and there is no substantial evidence supporting a fair argument that the Proposed Project will have a significant effect on the environment that would otherwise require the preparation and certification of an Environmental Impact Report;
- (c) That the MND and MMRP have been completed in compliance with CEQA and the CEQA Guidelines consistent the City's Rules and Procedures for the Implementation of the California Environmental Quality Act;
- (d) That the MND and MMRP reflect the independent judgment and analysis of the Planning Commission and City as lead agency for the Proposed Project; and
- (e) That the MND and MMRP are adequate to serve as the required CEQA environmental documentation for the proposed Project.

Section 4. Deny Appeals; Adoption

That based on the foregoing Recitals, Evidence contained in the Administrative Record and Findings, as set forth herein, the City Council hereby denies both Appeals, PAA22-0002 and PAA22-0003, and adopts the Initial Study/Mitigated Negative Declaration attached hereto as Exhibit A and the Mitigation Monitoring and Reporting Program attached hereto as Exhibit C.

Section 5. Repeal of Conflicting Provisions

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

Section 6. Severability

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

Section 7. Effective Date

That this Resolution shall take effect immediately upon the date of adoption.

Section 8. Certification

That the City Clerk for the City Council shall certify to the passage of this Resolution.

PASSED AND ADOPTED THIS 15th day of November 2022

CITY OF MORENO VALLEY
CITY COUNCIL

Dr. Yxstian A. Gutierrez,
Mayor of the City of Moreno Valley

ATTEST:

Jane Halstead, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla,
Interim City Attorney

- Exhibits:
- Exhibit A: Mitigated Negative Declaration/Initial Study
- Exhibit B: Notice of Intent to Adopt a Mitigated Negative Declaration / Newspaper Notice
- Exhibit C: Mitigation Monitoring Plan

Attachment: 2022-XX Resolution IS-MND [Revision 2] (6001 : PEN20-0162 Moreno Business Center)

Exhibit A
INITIAL STUDY

Exhibit B

**NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION /
NEWSPAPER NOTICE**

Attachment: 2022-XX Resolution IS-MND [Revision 2] (6001 : PEN20-0162 Moreno Business Center)

Exhibit C

MITIGATION MONITORING AND REPORTING PROGRAM



CITY OF MORENO VALLEY

MITIGATED NEGATIVE DECLARATION FOR THE MORENO VALLEY BUSINESS CENTER PROJECT



**Moreno Valley Business Center Project:
Plot Plan (PEN20-0162)**

June 2022

**Lead Agency
CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, CA 92552**

**Prepared By
T&B PLANNING, INC.
3200 El Camino Real, Suite 100
Irvine, CA, 92602**

Attachment: Exhibit A to 2022-XX Moreno Valley Business Center IS MND (6001 : PEN20-0162 Moreno Business Center)

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Attachment: Exhibit A to 2022-XX Moreno Valley Business Center IS MND (6001 : PEN20-0162 Moreno Business Center)



MITIGATED NEGATIVE DECLARATION MORENO VALLEY BUSINESS CENTER

Project Description:

The Moreno Valley Business Center project comprises a proposal for a Plot Plan (PEN20-0162) that provides for the development of a light industrial building with 164,187 square feet of building floor area, inclusive of 154,187 s.f. of warehouse/storage space and 10,000 s.f. of supporting office space (ground floor and mezzanine). The Project also would include a cargo loading area (within an enclosed truck court with loading docks on the west side of the proposed building), parking areas, landscaping, signage, and lighting.

Project Location:

The Project site is located at the northeast corner of Alessandro Boulevard and Day Street in the City of Moreno Valley, Riverside County, California. (APNs: 291-191-007 through -013, and -025 through -029)

Project Proponent:

Larry Cochrun
LDC Industrial Realty, LLC
555 N. El Camino Real Suite A456
San Clemente, CA 92672

Findings:

It is hereby determined that, based on the information contained in the attached Initial Study, the Project would not have a significant adverse effect on the environment.

Mitigation Measures:

No.	Mitigation Measure
MM BR-1	<p>Vegetation clearing and ground disturbance shall be prohibited during the migratory bird nesting season (January 31 through September 1), unless a migratory bird nesting survey is completed in accordance with the following requirements:</p> <ul style="list-style-type: none"> a. A nesting bird survey shall be conducted on the Project site and within suitable habitat located within a 250-foot radius of the Project site by a qualified biologist within three (3) days prior to initiating vegetation clearing or ground disturbance. b. If the survey identifies the presence of active nests, then the nests shall not be disturbed unless the qualified biologist verifies through non-invasive methods that either (i) the adult birds have not begun egg-laying and incubation; or (ii) the juveniles from the occupied nests are capable of independent survival. c. If the biologist is not able to verify any of the conditions from sub-item “b,” above, then no disturbance shall occur within a buffer zone specified by the qualified biologist for each nest or nesting site. The buffer zone shall be species-appropriate (no less than 100-foot radius around the nest for non-raptors and no more than a 500-foot radius around the nest for raptors) and shall be sufficient to protect the nest from direct and indirect impacts from construction activities. The size and location of buffer zones, if required, shall be based on consultation with the California Department of Fish and Wildlife

Attachment: Exhibit A to 2022-XX Moreno Valley Business Center IS MND (6001 : PEN20-0162 Moreno Business Center)

No.	Mitigation Measure
	<p>and the U.S. Fish and Wildlife Service and shall be subject to review and approval by the City of Moreno Valley. The nests and buffer zones shall be field checked weekly by a qualified biological monitor. The approved buffer zone shall be marked in the field with construction fencing, within which no vegetation clearing or ground disturbance shall commence until the qualified biologist with City concurrence verify that the nests are no longer occupied and/or juvenile birds can survive independently from the nests.</p>
MM BR-2	<p>Within 30 days prior to grading, a qualified biologist shall conduct a survey of suitable habitat on site and make a determination regarding the presence or absence of the burrowing owl. The determination shall be documented in a report and shall be submitted, reviewed, and accepted by the City of Moreno Valley prior to the issuance of a grading permit and subject to the following provisions:</p> <ul style="list-style-type: none"> a) In the event that the pre-construction survey identifies no burrowing owls on the property a grading permit may be issued without restriction. b) In the event that the pre-construction survey identifies the presence of at least one individual but less than three (3) mating pairs of burrowing owl, then prior to the issuance of a grading permit and prior to the commencement of ground-disturbing activities on the property, the qualified biologist shall passively or actively relocate any burrowing owls. Passive relocation, including the required use of one-way doors to exclude owls from the site and the collapsing of burrows, will occur if the biologist determines that the proximity and availability of alternate habitat is suitable for successful passive relocation. Passive relocation shall follow CDFW relocation protocol and shall only occur between September 15 and February 1. If proximate alternate habitat is not present as determined by the biologist, active relocation shall follow CDFW relocation protocol. The biologist shall confirm in writing that the species has fledged the site or been relocated prior to the issuance of a grading permit. c) In the event that the pre-construction survey identifies the presence of three (3) or more mating pairs of burrowing owl, the requirements of MSCHP Species-Specific Conservation Objectives 5 for the burrowing owl shall be followed. Objective 5 states that if the site (including adjacent areas) supports three (3) or more pairs of burrowing owls and supports greater than 35 acres of suitable habitat, at least 90 percent of the area with long-term conservation value and burrowing owl pairs will be conserved onsite until it is demonstrated that Objectives 1-4 have been met. A grading permit shall be issued, either: <ul style="list-style-type: none"> i. Upon approval and implementation of a property-specific Determination of Biologically Superior Preservation (DBESP) report for the burrowing owl by the CDFW; or ii. A determination by the biologist that the site is part of an area supporting less than 35 acres of suitable Habitat, and upon passive or active relocation of the species following accepted CDFW protocols. Passive relocation, including the required use of one-way doors to exclude owls from the site and the collapsing of burrows, will occur if the biologist determines that the proximity and availability of alternate habitat is suitable for successful passive relocation. Passive relocation shall follow CDFW relocation protocol and shall only occur between September 15 and February 1. If proximate alternate habitat is not present as determined by the biologist, active relocation shall follow CDFW relocation protocol. The biologist shall confirm in writing that the species has fledged the site or been relocated prior to the issuance of a grading permit.

Attachment: Exhibit A to 2022-XX Moreno Valley Business Center IS MND (6001 : PEN20-0162 Moreno Business Center)

No.	Mitigation Measure
MM CR-1	<p>Prior to the issuance of a grading permit, the Developer shall retain a professional archaeologist to conduct monitoring of all ground disturbing activities. The Project Archaeologist shall have the authority to temporarily redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction. The Project Archaeologist, in consultation with the Consulting Tribe(s), including the Pechanga Band of Luiseño Indians and Soboba Band of Luiseño Indians, the contractor, and the City, shall develop a CRMP as defined in Mitigation Measure CR-3. The Project archaeologist shall attend the pre-grading meeting with the City, the construction manager and any contractors and will conduct a mandatory Cultural Resources Worker Sensitivity Training to those in attendance. The archaeological monitor shall have the authority to temporarily halt and redirect earth moving activities in the affected area in the event that suspected archaeological resources are unearthed.</p>
MM CR-2	<p>Prior to the issuance of a grading permit, the Developer shall secure agreements with the Pechanga Band of Luiseño Indians and Soboba Band of Luiseño Indians for tribal monitoring. The City is also required to provide a minimum of 30 days' advance notice to the tribes of all ground disturbing activities. The Native American Tribal Representatives shall have the authority to temporarily halt and redirect earth moving activities in the affected area in the event that suspected archaeological resources are unearthed. The Native American Monitor(s) shall attend the pre-grading meeting with the Project Archaeologist, City, the construction manager and any contractors and will conduct the Tribal Perspective of the mandatory Cultural Resources Worker Sensitivity Training to those in attendance.</p>
MM CR-3	<p>The Project Archaeologist, in consultation with the Consulting Tribe(s), the contractor, and the City, shall develop a CRMP in consultation pursuant to the definition in AB52 to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. A consulting Tribe is defined as a Tribe that initiated the AB 52 tribal consultation process for the Project, has not opted out of the AB52 consultation process, and has completed AB 52 consultation with the City as provided for in Cal Pub Res Code Section 21080.3.2(b)(1) of AB52. Details in the Plan shall include:</p> <ul style="list-style-type: none"> a) Project description and location; b) Project grading and development scheduling; c) Roles and responsibilities of individuals on the Project; d) The pre-grading meeting and Cultural Resources Worker Sensitivity Training details; e) The protocols and stipulations that the contractor, City, Consulting Tribe (s) and Project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation; f) The type of recordation needed for inadvertent finds and the stipulations of recordation of sacred items; and g) Contact information of relevant individuals for the Project.
MM CR-4	<p>In the event that Native American cultural resources are discovered during the course of ground disturbing activities (inadvertent discoveries), the following procedures shall be carried out for final disposition of the discoveries:</p> <ul style="list-style-type: none"> a) One or more of the following treatments, in order of preference, shall be employed with the tribes. Evidence of such shall be provided to the City of Moreno Valley Planning Department: <ul style="list-style-type: none"> i. Preservation-In-Place of the cultural resources, if feasible. Preservation in place means avoiding the resources, leaving them in the place they were found with no development affecting the integrity of the resources.

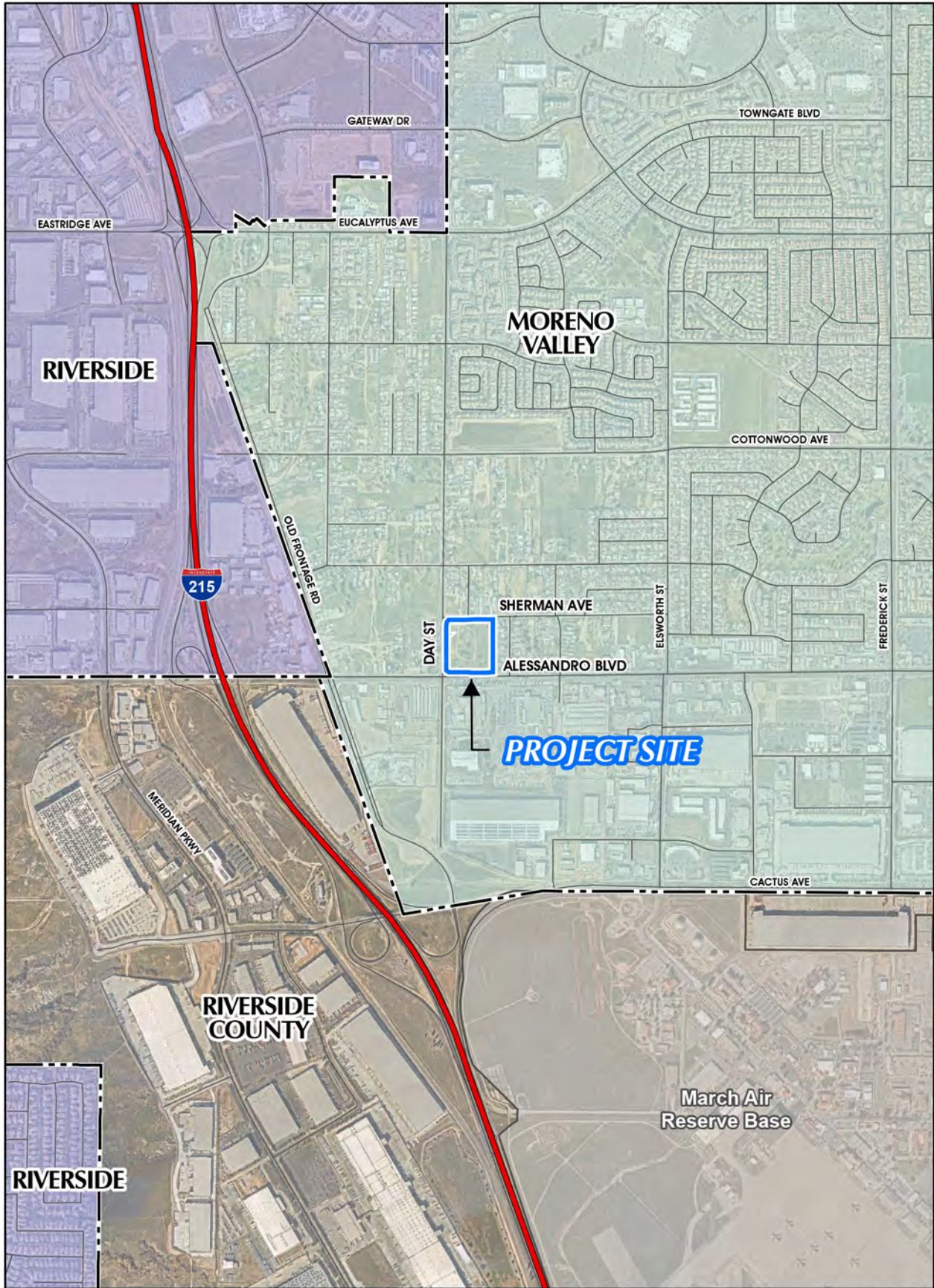
No.	Mitigation Measure
	<p>ii. Onsite reburial of the discovered items as detailed in the treatment plan required pursuant to Mitigation Measure CR-1. This shall include measures and provisions to protect the future reburial area from any future impacts in perpetuity. Reburial shall not occur until all legally required cataloging and basic recordation have been completed. No recordation of sacred items is permitted without the written consent of all Consulting Native American Tribal Governments as defined in Mitigation Measure CR-3 The location for the future reburial area shall be identified on a confidential exhibit on file with the City, and concurred to by the Consulting Native American Tribal Governments prior to certification of the environmental document.</p>
MM CR-5	<p>The City shall verify that the following note is included on the Grading Plan:</p> <p>"If any suspected archaeological resources are discovered during ground – disturbing activities and the Project Archaeologist or Native American Tribal Representatives are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the Project Archaeologist and the Tribal Representatives to the site to assess the significance of the find."</p>
MM CR-6	<p>If potential historic or cultural resources are uncovered during excavation or construction activities at the project site that were not assessed by the archaeological report(s) and/or environmental assessment conducted prior to Project approval, all ground disturbing activities in the affected area within 100 feet of the uncovered resource must cease immediately and a qualified person meeting the Secretary of the Interior's standards (36 CFR 61), Tribal Representatives, and all site monitors per the Mitigation Measures, shall be consulted by the City to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, or prehistoric resource. Further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation. Work shall be allowed to continue outside of the buffer area and will be monitored by additional archeologist and Tribal Monitors, if needed. Determinations and recommendations by the consultant shall be immediately submitted to the Planning Division for consideration, and implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all Consulting Native American Tribes as defined in CR-2 before any further work commences in the affected area. If the find is determined to be significant and avoidance of the site has not been achieved, a Phase III data recovery plan shall be prepared by the Project Archeologist, in consultation with the Tribe, and shall be submitted to the City for their review and approval prior to implementation of the said plan.</p>
MM CR-7	<p>If human remains are discovered, no further disturbance shall occur in the affected area until the County Coroner has made necessary findings as to origin. If the County Coroner determines that the remains are potentially Native American, the California Native American Heritage Commission shall be notified within 24 hours of the published finding to be given a reasonable opportunity to identify the "most likely descendant". The "most likely descendant" shall then make recommendations, and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98).</p>
MM CR-8	<p>It is understood by all parties that unless otherwise required by law, the site of any reburial of Native American human remains or associated grave goods shall not be disclosed and shall not be governed by public disclosure requirements of the California Public Records Act. The Coroner, pursuant to the specific exemption set forth in California Government Code 6254 (r)., parties, and Lead Agencies, will be</p>

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No.	Mitigation Measure
	asked to withhold public disclosure information related to such reburial, pursuant to the specific exemption set forth in California Government Code 6254 (r).
MM CR-9	Prior to final inspection, the developer/permit holder shall prompt the Project Archeologist to submit two (2) copies of the Phase III Data Recovery report (if required for the Project) and the Phase IV Cultural Resources Monitoring Report that complies with the Community Development Department's requirements for such reports. The Phase IV report shall include evidence of the required cultural/historical sensitivity training for the construction staff held during the pre-grade meeting. The Community Development Department shall review the reports to determine adequate mitigation compliance. Provided the reports are adequate, the Community Development Department shall clear this condition. Once the report(s) are determined to be adequate, two (2) copies shall be submitted to the Eastern Information Center (EIC) at the University of California Riverside (UCR) and one (1) copy shall be submitted to the Consulting Tribe(s) Cultural Resources Department(s).
MM GEO-1	Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Moreno Valley that a qualified paleontologist has been retained by the Project Applicant to conduct monitoring of excavation activities and has the authority to halt and redirect earthmoving activities in the event that suspected paleontological resources are unearthed.
MM GEO-2	The paleontological monitor shall conduct full-time monitoring during grading and excavation operations in undisturbed, very old alluvial fan sediments at depths five or more feet below the existing ground surface and shall be equipped to salvage fossils if they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. The paleontological monitor shall be empowered to temporarily halt or divert equipment to allow of removal of abundant and large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or if present, are determined upon exposure and examination by qualified paleontological personnel to have a low potential to contain or yield fossil resources.
MM GEO-3	Recovered specimens shall be properly prepared to a point of identification and permanent preservation, including screen washing sediments to recover small invertebrates and vertebrates, if necessary. Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage, such as the Western Science Museum in Hemet, California, is required for significant discoveries.
MM GEO-4	A final monitoring and mitigation report of findings and significance shall be prepared, including lists of all fossils recovered, if any, and necessary maps and graphics to accurately record the original location of the specimens. The report shall be submitted to the City of Moreno Valley prior to building final.

Attachments:

1. Location Map
2. Initial Study
3. Mitigation Monitoring and Reporting Program.



Source(s): ESRI, Nearmap Imagery (2020), RCLMA (2020)

Figure 1



Project Location Map



INITIAL STUDY (IS) FOR MORENO VALLEY BUSINESS CENTER PROJECT

BACKGROUND INFORMATION AND PROJECT DESCRIPTION:

1. **Project Case Number(s):** Plot Plan (PEN20-0162)
2. **Project Title:** Moreno Valley Business Center
3. **Public Comment Period:** June 16, 2022 to July 6, 2022
4. **Lead Agency:** City of Moreno Valley
Julia Descoteaux, Associate Planner
14177 Frederick Street
Moreno Valley, CA 92552
(951) 413-3209
juliad@moval.org
5. **Documents Posted At:** <https://moval.gov/cdd/documents/about-projects.html>
6. **Prepared By:** T&B Planning, Inc.
Tracy Zinn
3200 El Camino Real, Suite 100
Irvine, CA, 92602
(714) 505-6360 x 350
tzinn@tbplanning.com
7. **Project Sponsor:**

<p>Applicant/Developer Larry Cochrun LDC Industrial Realty, LLC 555 N. El Camino Real Suite A456 San Clemente, CA 92672 (949) 226-4601 lcochrun@ldcindustrial.com</p>	<p>Property Owner City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92553</p>
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8. **Project Location:** The Project site is located in the western portion of the City of Moreno Valley, Riverside County, California. The Project site is located at the northeast corner of Alessandro Boulevard and Day Street (APNs: 291-191-007 through -013, and -025 through -029). Refer to Figure 2, *Regional Map*; and Figure 3, *USGS Topographic Map*.
9. **General Plan Designation:** Business Flex (B-F). Refer to Figure 4, *Existing General Plan*.
10. **Specific Plan Name and Designation:** N/A
11. **Existing Zoning:** Business Flex. Refer to Figure 5, *Existing Zoning*.

12. **Surrounding Land Uses and Setting** (Refer to Figure 6, *Aerial Photograph*):

	Land Use	General Plan	Zoning
Project Site	Undeveloped	Business Flex	Business Flex
North	Residential, Undeveloped	Residential 3	Residential 3
South	Industrial	Business Park/Light Industrial	Industrial
East	Residential, Commercial	Residential 3/Business Flex	Business Flex and Residential 3
West	Residential	Business Flex	Business Flex

13. **Project Description:** The Moreno Valley Business Center project (hereinafter, “Project”) comprises a proposal for a Plot Plan (PEN20-0162) that provides for the development of a light industrial building with 164,187 square feet of building floor area. The Project site comprises approximately 8.2 gross acres/7.8 net acres. The components of the proposed Project are summarized on the following pages.

Plot Plan (PEN20-0162) provides a development plan for a light industrial building with 164,187 square feet (s.f.) of building floor area, inclusive of 154,187 s.f. of warehouse/storage space and 10,000 s.f. of supporting office space (ground floor and mezzanine). An employee break area with tables and seating is provided along the northwest corner of the proposed building. The site plan for the Project is illustrated on Figure 7, *Site Plan*.

Vehicular access to the Project site is provided by one proposed driveway onto Alessandro Boulevard, one proposed driveway onto Day Street, and one proposed driveway onto Sherman Avenue. The driveway onto Alessandro Boulevard would be accessible for passenger vehicles only and would be limited to right-turn movements entering and exiting the site. The driveway onto Day Street would be accessible to trucks only and only for trucks entering and exiting via Alessandro Boulevard. A “porkchop” island would be installed at the Project’s driveway at Day Street to make it impossible for trucks exiting the Project site to make a right-turn and travel northbound on Day Street. (The Project also includes signage at the driveway onto Day Street informing exiting drivers that right turns are prohibited.) The porkchop island also would prevent southbound trucks on Day Street from making a left-turn into the Project site. The driveway onto Sherman Avenue would be accessible for passenger vehicles only and would have no restrictions for vehicle turning movements entering or exiting the site.

Parking and Loading

The proposed building contains an enclosed truck court on the west side of the building (adjacent to Day Street) with 23 dock high loading bays and 28 truck trailer parking stalls. Additionally, 151 standard automobile parking stalls will be provided along the north and east sides of the building. Bicycle parking spaces (“racks”) would be provided at the northwest and southeast corners of the building in conformance with Moreno Valley Municipal Code Section 9.11060(B)(1), which requires bicycle parking spaces be provided at a rate equal to five percent of the total required parking spaces.

Architecture

Figure 8, *Architectural Elevations*, depicts the Project’s architectural design. The proposed building would have a maximum height of approximately 44 feet above finished grade. The building is proposed to be constructed with painted concrete tilt-up panels and low-reflective,

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blue-glazed glass. Articulated building elements, include parapets with a varied roofline, wall recesses, and decorative, accent building materials (including wood siding) are proposed as decorative elements. The exterior color palette for the proposed building is comprised of various neutral colors, including shades of white, gray, and blue.

Prior to the issuance of building permits to construct the Project, the Project Applicant would be required to submit construction architecture documents/plans to the City of Moreno Valley for review and approval. The construction documents/plans would be required to comply with the City of Moreno Valley Building Code, which is based on the California Building Code and is included in Chapter 8.20 of the City of Moreno Valley Municipal Code.

Landscaping

Figure 9, *Conceptual Landscape Plan*, depicts the proposed landscape design for the Project. Proposed landscaping would be ornamental in nature and would feature drought-tolerant trees, shrubs, and drought-tolerant accent plants in addition to a variety of groundcovers. Trees, shrubs and groundcovers would be concentrated along the Project site's frontages with Sherman Avenue, Day Street, Alessandro Boulevard, and along the Project site's eastern boundary. Landscaping also is massed at driveways, around the buildings, and in and around automobile parking areas.

Prior to the issuance of a building permit to construct the proposed building, the Project Applicant would be required to submit final planting and irrigation plans to the City of Moreno Valley for review and approval. The plans are required to comply with Chapter 9.17 of the Moreno Valley Municipal Code, which establishes requirements for landscape design, automatic irrigation system design, and water-use efficiency.

Project Improvements

Public Roadway Improvements

The Project includes the following public roadway improvements in conjunction with development of the Project site:

1. The Project Applicant would re-pave the southern half of the Sherman Avenue segment that abuts the northern Project site boundary. In addition, the Project Applicant would install three (3) street lights along the Sherman Avenue segment that abuts the northern Project site boundary.
2. The Project Applicant would re-pave the eastern half of the Day Street segment that abuts the western Project site boundary and re-locate one (1) existing street light on the east side of the street (at the approximate mid-point of the Project site boundary).
3. The Project Applicant would improve the north side of the Alessandro Boulevard segment that abuts the southern Project site boundary to its ultimate half-section as a Divided Major Arterial. With proposed improvements, the north side of the street would feature a 67-foot-wide travel way (including turn pocket for northbound traffic onto Day Street), curb and gutter, 10-foot-wide sidewalk, and bioretention swales. In addition, the Project Applicant would install three (3) street lights along the Alessandro Boulevard segment that abuts the southern Project site boundary.

Water Infrastructure

Box Springs Mutual Water Company (BSMWC) would provide water service to the Project site. As depicted on Figure 10, *Conceptual Utilities Plan*, connection points (domestic, irrigation, and fire service) are proposed to the existing water lines installed beneath Day

Street and Alessandro Boulevard. All proposed water facilities would be designed and constructed in accordance with applicable BSMWC standards.

The Project also provides for the construction of a new public water pump on BSMWC property located approximately 375 feet north of Dracaea Avenue and approximately 225 feet east of Edgemont Avenue (APN 263-140-014). The BSMWC property where the water pump would be constructed is graded and cleared (packed dirt) under existing conditions and developed with BSMWC water tanks and associated equipment. The proposed public water pump will require the construction of a concrete pad to support the pump equipment, electrical wiring to power the pump, and a control panel. The pump would connect to an existing pipe that runs between the BSMWC property and Dracaea Avenue; this pipe, which is stubbed under existing conditions, would be connected to an abutting, existing water main within Dracaea Avenue. The water pump would correct existing deficient water pressure conditions at the Project Site to ensure the Project's fire suppression (i.e., indoor sprinkler) system can meet minimum operational and safety requirements.

Sanitary Sewer Service

Edgemont Community Services District (ECSD) would provide wastewater conveyance services to the Project site. As shown on Figure 10, the Project would connect to an existing sewer line beneath Day Street. All proposed wastewater facilities would be designed and constructed in accordance with applicable ECSD standards.

Stormwater Drainage Infrastructure

As shown in Figure 11, *Conceptual Drainage Plan*, the Project's on-site stormwater drainage system would consist of catch basins, underground storm drain pipes, bioretention swales, and a underground infiltration chambers. Stormwater runoff from the passenger vehicle parking areas in the northern and eastern portions of the Project site will be conveyed to the truck court by underground storm drain pipes. In the truck court, runoff would first be directed to underground infiltration chambers located beneath the truck court, then – when/if the infiltration chambers reach capacity – runoff would flow to an underground storm drain that would convey site runoff westerly off-site into the proposed storm drain beneath Day Street (see discussion below). During heavy rain events, storm water captured in the truck court would be temporarily detained through aboveground ponding in the truck court. The maximum depth of ponding in the truck court would be approximately 8.5 inches. The release of detained stormwater flows from the truck court into on-site catch basins would be controlled to minimize the release of stormwater flows during peak storm events.

The Project also provides for the construction of a new public storm drain beneath segments of Sherman Avenue, Day Street, Alessandro Boulevard, and Old 215 Frontage Road. The proposed storm drain begins in Sherman Avenue and traverses westerly to Day Street, southerly to Alessandro Boulevard, westerly to Old 215 Frontage Road, then northerly for 90 feet before terminating with a bubbler outlet structure that will discharge runoff flows to an existing drainage device in a drainage swale on the east side of the road. Catch basins will be installed in Sherman Avenue, Day Street, and Alessandro Boulevard abutting the Project site to capture off-site stormwater runoff and convey the flows to the proposed public storm drain.

Dry Utilities

Implementation of the Project would result in the relocation/adjustment of an existing traffic signal pull box and utility vault along the Project site frontage with Alessandro Boulevard. Implementation of the Project also would result in the relocation of existing underground electrical wiring, an electrical utility box, and a telecommunications pedestal along the Project site frontage with Day Street. Lastly, existing wooden power poles along the Project

site frontage with Alessandro Boulevard would be removed as part of Project construction and the overhead electric transmission lines suspended on these poles would be undergrounded. The removal of the power poles and the undergrounding of the transmission lines would be performed in coordination with Moreno Valley Utility.

Earthwork and Grading

Implementation of the Project would result in grading and earthwork across the entire Project site. As shown on Figure 12, *Conceptual Grading Plan*, the proposed Project would result in approximately 25,193 cubic yards of cut and 25,193 cubic yards of fill; no import or export of earthwork materials would be required. When grading is complete, the Project site would have a downward slope from northeast to southwest and the approximate elevation for the proposed building pad would be 1,559 feet above mean sea level (amsl). Manufactured slopes with maximum 2:1 gradients would be constructed along portions of the Project site's eastern, northern, western, and southern boundaries. An approximately 3-foot-tall retaining wall would be constructed at the base of the manufactured slope on the eastern Project site boundary.

Construction Characteristics

Based on information provided by the Project Applicant, the Project is expected to be constructed over a period of approximately 280 work days (12 months). Site preparation would occur first, followed by mass-grading and installation of underground infrastructure and retaining walls. Next, fine grading would occur, surface materials would be poured, and the proposed building would be erected, connected to the underground utility system, and painted. Lastly, landscaping, fencing, screen walls, lighting, signage, and other site improvements would be installed. The estimated Project construction schedule, organized by construction stage, is summarized in Table 1, *Estimated Construction Schedule*.

Table 1: Estimated Construction Schedule

Phase Name	Days
Site Preparation	10
Grading	20
Building Construction	230
Paving	20
Architectural Coating	40

Source: (Urban Crossroads, 2022b, Table 1)

Construction workers would travel to the site by passenger vehicle and materials deliveries would occur by medium- and heavy-duty trucks. Construction equipment is expected to operate on the Project site up to eight hours per day, six days per week. Even though construction activities are permitted to occur between 7:00 a.m. to 8:00 p.m. on Mondays through Saturdays pursuant to Moreno Valley Municipal Code Section 11.80.030(D)(7), construction equipment is not in continual use and some pieces of equipment are used only periodically throughout a typical day of construction. Thus, eight hours of daily use per piece of equipment is a reasonable assumption. Should construction activities need to occur at night (such as concrete pouring activities which benefit from air temperatures that are lower than daytime temperatures), the Project Applicant would be required to obtain authorization for nighttime work from the City of Moreno Valley as specified in Moreno Valley Municipal Code Section 11.80.030(D)(7).

The construction equipment fleet that the Project Applicant intends to utilize to construct the proposed Project is summarized in Table 2, *Estimated Construction Equipment Fleet*. The

Project's construction fleet listed in Table 2 would meet, at a minimum, California Air Resources Board (CARB) Tier 4 interim standards. This construction fleet is used for purposes of analysis in this IS/MND.

Table 2: Estimated Construction Equipment Fleet

Phase Name	Equipment	Amount	Hours Per Day
Site Preparation	Crawler Tractors	4	8
	Rubber Tired Dozers	3	8
Grading	Crawler Tractors	3	8
	Excavators	1	8
	Graders	1	8
	Rubber Tired Dozers	1	8
Building Construction	Cranes	1	8
	Forklifts	3	8
	Generator Sets	1	8
	Tractors/Loaders/Backhoes	3	8
	Welders	1	8
Paving	Pavers	2	8
	Paving Equipment	2	8
	Rollers	2	8
Architectural Coating	Air Compressors	1	8

Source: (Urban Crossroads, 2022b, Table 2)

Operational Characteristics

At this time, the future occupant(s) of the proposed warehouse building is/are currently unknown. The Project Applicant expects that the building primarily would be occupied by a warehouse distribution/logistics operator. The Project is expected to be operational 24 hours per day, seven days per week, with exterior loading and parking areas illuminated at night. Lighting would be subject to compliance with Moreno Valley Municipal Code Section 9.08.100, which states that all outdoor lighting associated with nonresidential uses shall be fully shielded and directed away from surrounding residential uses to reduce glare and light trespass, and shall not exceed one-quarter-foot-candle minimum maintained lighting measured from within five (5) feet of any property line.

The proposed warehouse building is designed such that business operations would be conducted within the enclosed building, with the exception of traffic movement, parking, and the loading and unloading of tractor trailers at designated loading bays. As a practical matter, dock doors on industrial buildings are not occupied by a truck at all times of the day. There are typically more dock door positions on industrial buildings than are needed for receiving and shipping volumes. The dock doors that are in use at any given time are usually selected based on interior building operation efficiencies. In other words, trucks ideally dock in the position closest to where the goods to be carried by the truck are inside the building. As a result, many dock door positions are frequently inactive throughout the day. The outdoor cargo handling equipment used during loading, and unloading of trailers (e.g., yard trucks, hostlers, yard goats, pallet jacks, forklifts) are expected to be powered by non-diesel engines (e.g., gasoline, natural gas, electric).

During operation, employees, visitors, and vehicles hauling goods will travel to and from the Project site on a daily basis. Project operations are calculated to generate approximately 304 vehicle trips per day, including 194 passenger vehicle trips and 110 truck trips. Pursuant to State law, on-road diesel-fueled trucks that would service the Project are required to comply with various air quality and greenhouse gas emission standards, including but not limited to the type of fuel used, engine model year stipulations, aerodynamic features, and idling time restrictions. Compliance with State law is mandatory and inspections of on-road diesel trucks subject to applicable State laws are conducted by the California Air Resources Board (CARB).

For purposes of analysis in this IS/MND, the Project's water and wastewater treatment demand is anticipated to be 7,800 gallons per day (demand rates derived from ECSD standard wastewater treatment generation rates (ECSD, 2016, Table 3-1)). Project operations also are expected to demand approximately 1,900,224 kilowatt hours (kWh) of electricity per year; and 2,265,005 kilo-British thermal units (kBTU) of natural gas per year.

14. **Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?**

The City of Moreno Valley is required to consult with interested California Native American tribes regarding the Project pursuant to Assembly Bill 52 (AB 52). The City contacted California Native American Tribes with traditional use areas that encompass or are in the vicinity of the Project site. The Project received requests for consultation from Soboba Band of Luiseno Indians, Pechanga Band of Luiseno Indians, Rincon Band of Luiseno Indians, and Agua Caliente Band of Cahuilla Indians. The City concluded consultation on June 16, 2021.

15. **Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):**

Riverside County Airport Land Use Commission (Airport Land Use Plan Consistency Determination); Santa Ana Regional Water Quality Control Board (NPDES Permit), Riverside County Flood Control and Water Conservation District (drainage infrastructure design); Box Springs Mutual Water Company (domestic water system design/connections); and Edgemont Community Services District (sewer system design/connections).

16. **Other Technical Studies Referenced in this Initial Study (Provided as Appendices):**

Technical Appendix A1: *Moreno Valley Business Center Air Quality Impact Analysis*

Technical Appendix A2: *Moreno Valley Business Center Mobile Source Health Risk Assessment*

Technical Appendix A3: *Moreno Valley Business Center Supplemental Air Quality Impact Analysis*

Technical Appendix A4: *Moreno Valley Business Center Construction Health Risk Assessment*

Technical Appendix B: *General Biological Resources Assessment for the Moreno Valley Business Center Project*

Technical Appendix C: *Phase I Cultural Resources Survey for the Moreno Valley Business Center Project*

Technical Appendix D: *Geotechnical Investigation Proposed Warehouse Building Development Northeast Corner Alessandro Boulevard and Day Street Moreno Valley, California*

Technical Appendix E: *Moreno Valley Business Center Energy Analysis*

Technical Appendix F: *Moreno Valley Business Center Greenhouse Gas Analysis*

Technical Appendix G: *Phase I Environmental Site Assessment LDC Alessandro Business Park*

Technical Appendix H: *Paleontological Assessment for the Moreno Valley Business Center Project*

Technical Appendix I1: *Preliminary Hydrology Calculations for PEN20-0162/LST20-0025 LDC Alessandro Business Park*

Technical Appendix I2: *Project Specific Preliminary Water Quality Management Plan for: PEN20-0162/LWQ20-0026 LCD-Alessandro*

Technical Appendix J1: *Moreno Valley Business Center Noise Impact Analysis*

Technical Appendix J2: *Moreno Valley Business Center Off-Site Improvements Noise Assessment*

Technical Appendix K1: *Moreno Valley Business Center Project Scoping Form*

Technical Appendix K2: *Moreno Valley Business Center Vehicle Miles Travelled (VMT) Analysis*

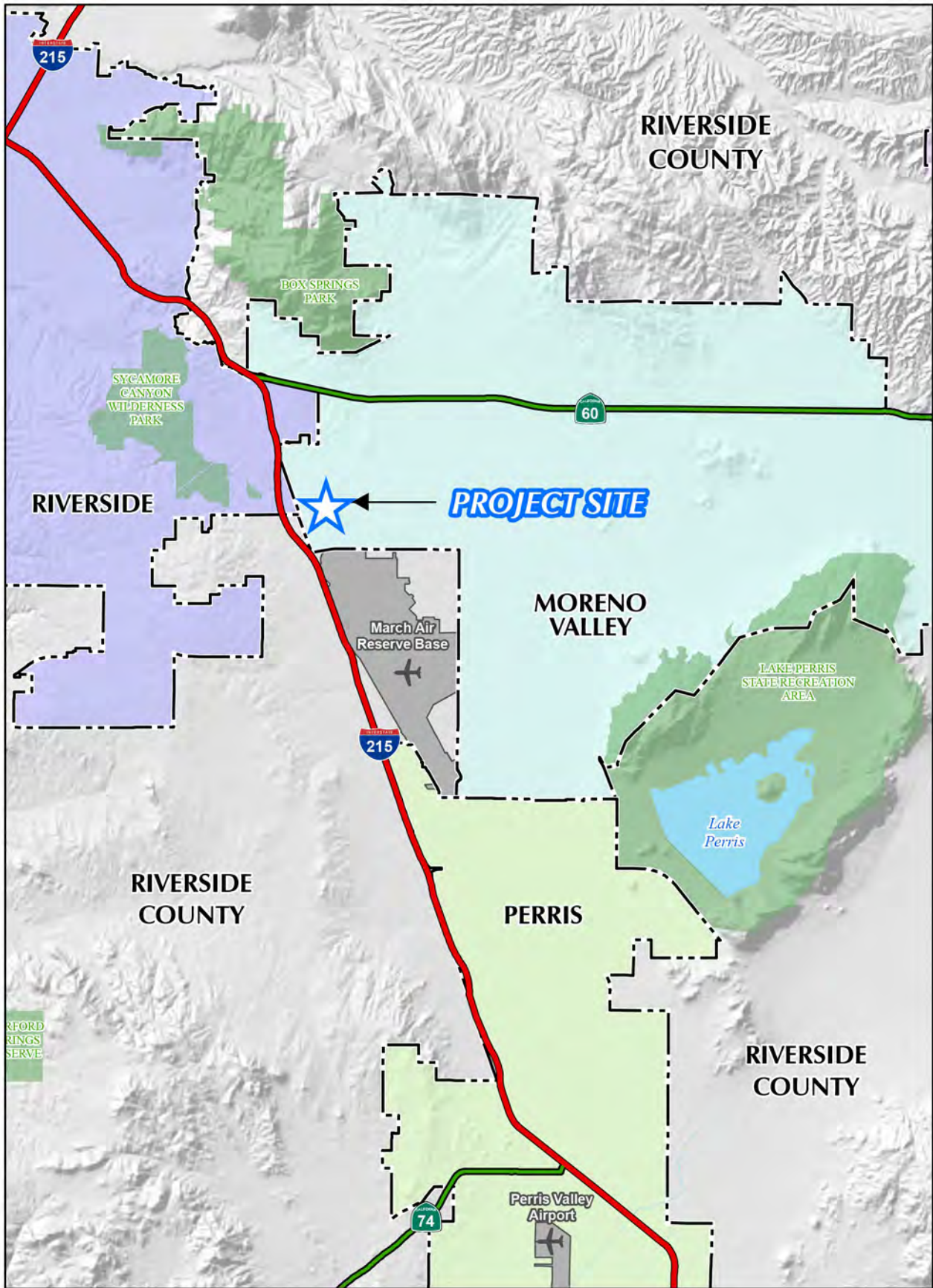
Technical Appendix K3: *Moreno Valley Business Center Truck Turning Evaluation*

17. Acronyms:

AB-#	Assembly Bill
ALUC -	Airport Land Use Commission
ALUCP -	Airport Land Use Compatibility Plan
amsl	Above mean sea level
APN	Assessor Parcel Number
AQMP -	Air Quality Management Plan
BMP	Best Management Practice
BP	Business Park/Light Industrial
CAAQS	California Ambient Air Quality Standards
CalEEMod	California Emissions Estimator Model
CalFire	California Department of Forestry and Fire Protection
CalGreen	California Green Building Standards Code
CalRecycle	California Department of Resources, Recycling, and Recovery
Caltrans	California Department of Transportation
CAPCOA	California Air Pollution Control Officers Association
CAPSSA	Criteria Area Plant Special Survey Area
CARB	California Air Resources Board
CBSC	California Building Standards Code
CCR	California Code of Regulations
CDC	California Department of Conservation
CDFW	California Department of Fish and Wildlife
CEQA -	California Environmental Quality Act
CH ₄	Methane
CIWMP	Countywide Integrated Waste Management Plan
CO	Carbon Monoxide
CRMP	Cultural Resources Management Plan
dBA	A-weighted decibels
DBESP	Determination of Biologically Superior Preservation
DIF	Development Impact Fee
DPM	Diesel Particulate Matter
DTSC -	Department of Toxic Substance Control

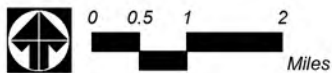
ECSD	Edgemont Community Services District
e.g.	Exempli gratia meaning “for example”
EIC	Eastern Information Center
EIR -	Environmental Impact Report
EO	Executive Order
EPA	Environmental Protection Agency
ESA	Environmental Site Assessment
FEMA -	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FMMP -	Farmland Mapping and Monitoring Program
GCC	Global Climate Change
GHG -	Greenhouse Gas
gpcd	Gallons per capita per day
gpd	Gallons per day
HCP	Habitat Conservation Plan
HMBEP	Hazardous Materials Business Emergency Plan
I-#	Interstate
i.e.	Id est meaning “that is”
IEPR	Integrated Energy Policy Report
IS -	Initial Study
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
ITE	Institute of Transportation Engineers
kBTU	Kilo-British thermal units
kWH	Kilowatt hours
lbs/day	Pounds per day
Leq	Equivalent Sound Level
LI	Light Industrial
MAFB	March Air Force Base
MARB -	March Air Reserve Base
MARB/IPA-	March Air Reserve Base/Inland Port Airport
MEIR	Maximally Exposed Individual Receptor
MEIW	Maximally Exposed Individual Worker
mgpd	Million gallons per day
MND	Mitigated Negative Declaration
MS4	Municipal Separate Storm Sewer System
MSHCP -	Multiple Species Habitat Conservation Plan
MTCO ₂ e	Metric Tons of Carbon Dioxide Equivalent
MT/yr	Metric Tons per year
MVFD	Moreno Valley Fire Department
N ₂ O	Nitrous Oxide
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NEPSSA	Narrow Endemic Plant Special Survey Area
NO _x	Nitric Oxide
NPDES -	National Pollutant Discharge Elimination System
PCE	Passenger Car Equivalent
PM ₁₀	Particulate Matter (10 microns in diameter)
PM _{2.5}	Particulate Matter (2.5 microns in diameter)
R30	Residential: Max 30 du/ac
REC	Recognized Environmental Condition
RTP -	Regional Transportation Plan
RWQCB	Regional Water Quality Control Board
SB-#	Senate Bill
SCAB	South Coast Air Basin
SCAG -	Southern California Association of Governments
SCAQMD -	South Coast Air Quality Management District
SCCIC	South Central Coastal Information Center
SCE -	Southern California Edison
SCS	Sustainable Communities Strategy
s.f.	Square feet
SGMA	Sustainable Groundwater Management Act
SLF	Sacred Lands Files
SO _x	Sulfur Oxide

SR-#	State Route
SRA	State Responsibility Area
SWPPP -	Storm Water Pollution Prevention Plan
TEA-21	The Transportation Act for the 21 st Century
UCR	University of California Riverside
USEPA	United States Environmental Protection Agency
USFWS -	United States Fish and Wildlife
UWMP	Urban Water Management Plan
VdB	Vibration Decibels
VEC	Vapor Encroachment Condition
VES	Vapor Encroachment Screening
VMT -	Vehicle Miles Traveled
VOC	Volatile Organic Compound
WMWD	Western Municipal Water District
WQMP -	Water Quality Management Plan



Source(s): ESRI, RCTLMA (2020)

Figure 2

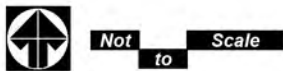


Regional Map

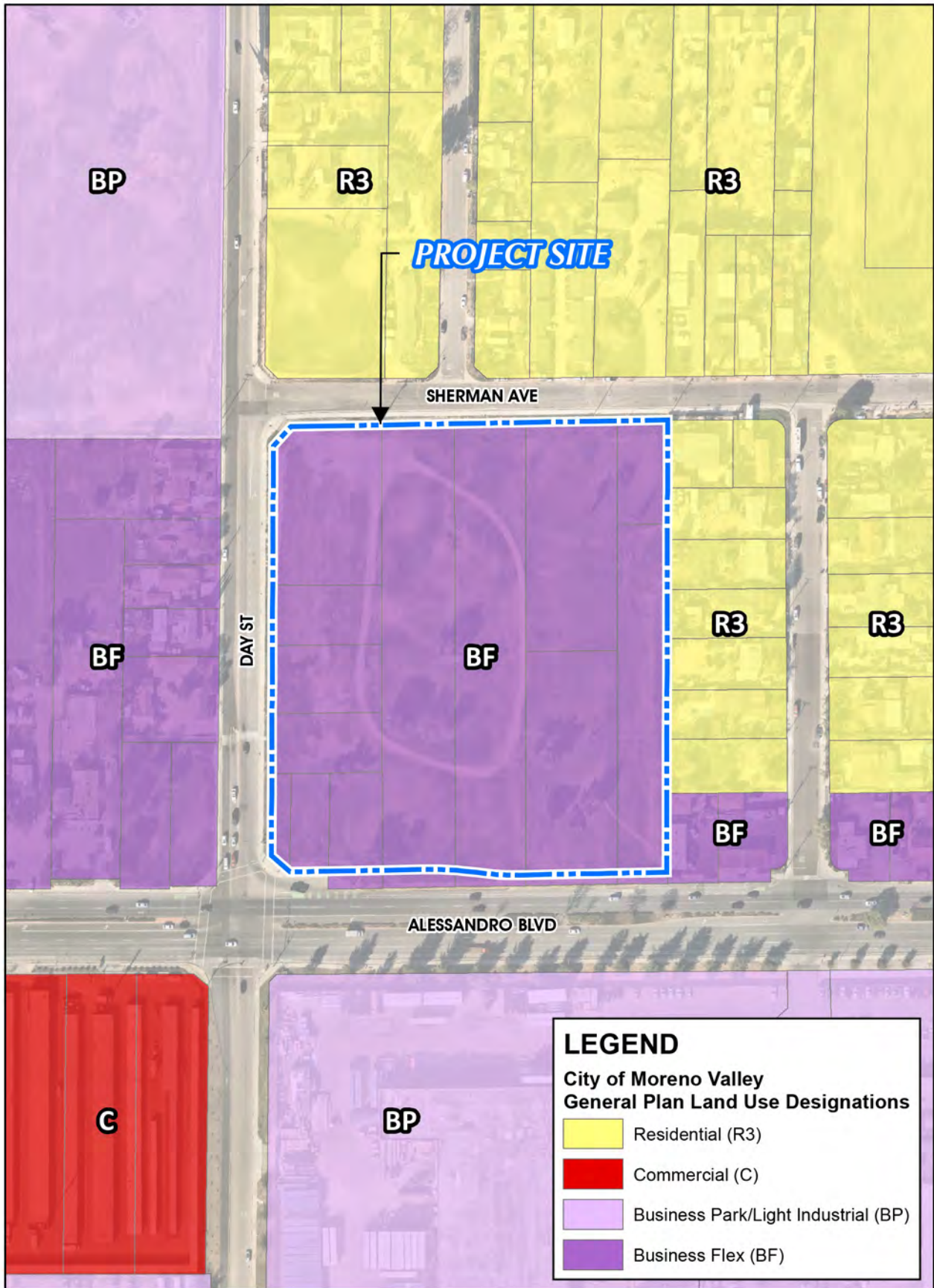


Source(s): USGS (2018)

Figure 3



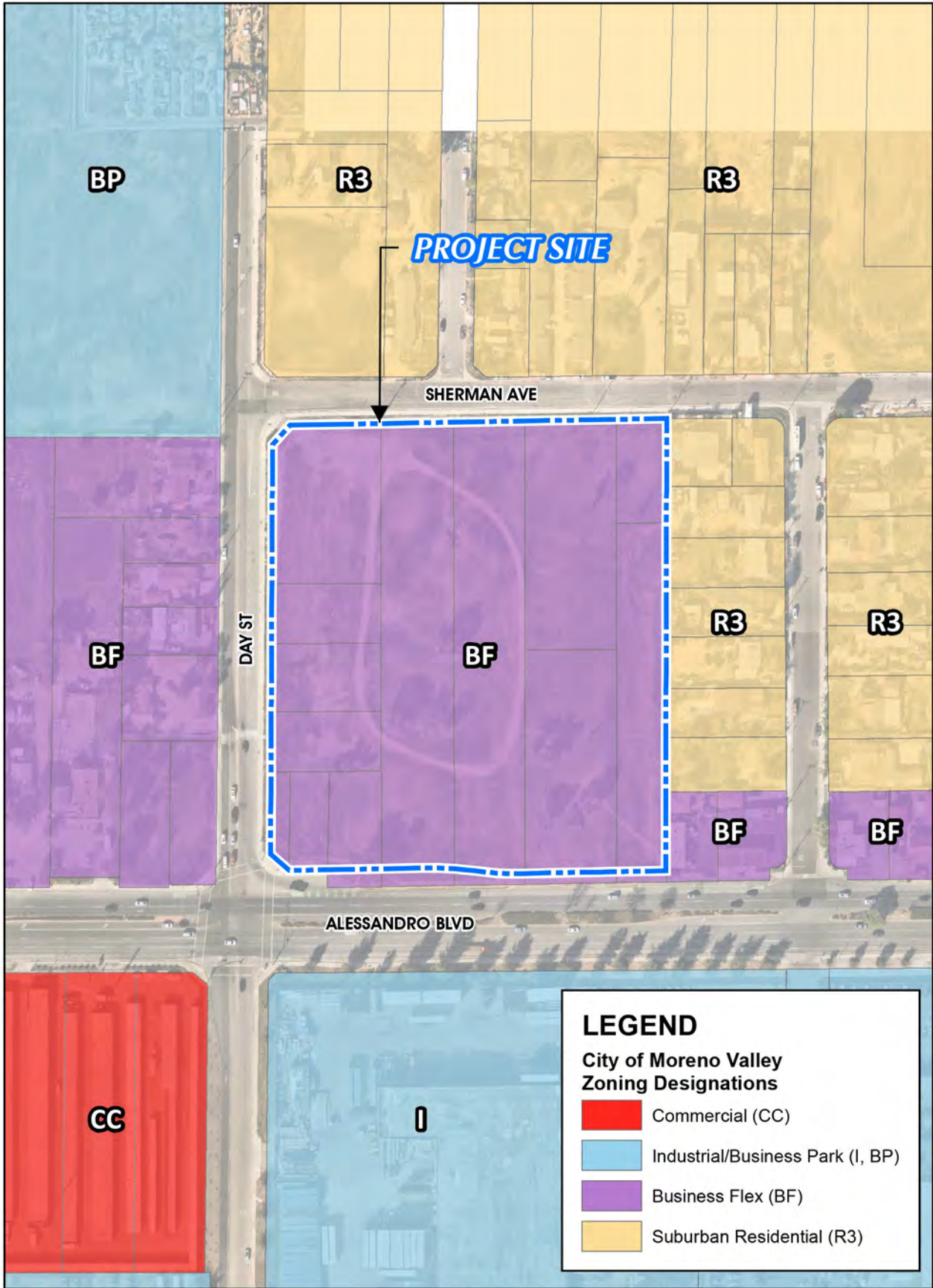
USGS Topographic Map



Source(s): City of Moreno Valley (2021), ESRI, Nearmap Imagery (2020), RCTLMA (2020)

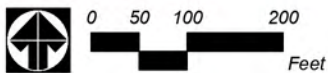
Figure 4

Existing General Plan



Source(s): City of Moreno Valley (2021), ESRI, Nearmap Imagery (2020), RCTLMA (2020)

Figure 5

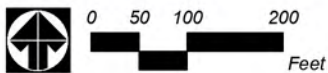


Existing Zoning

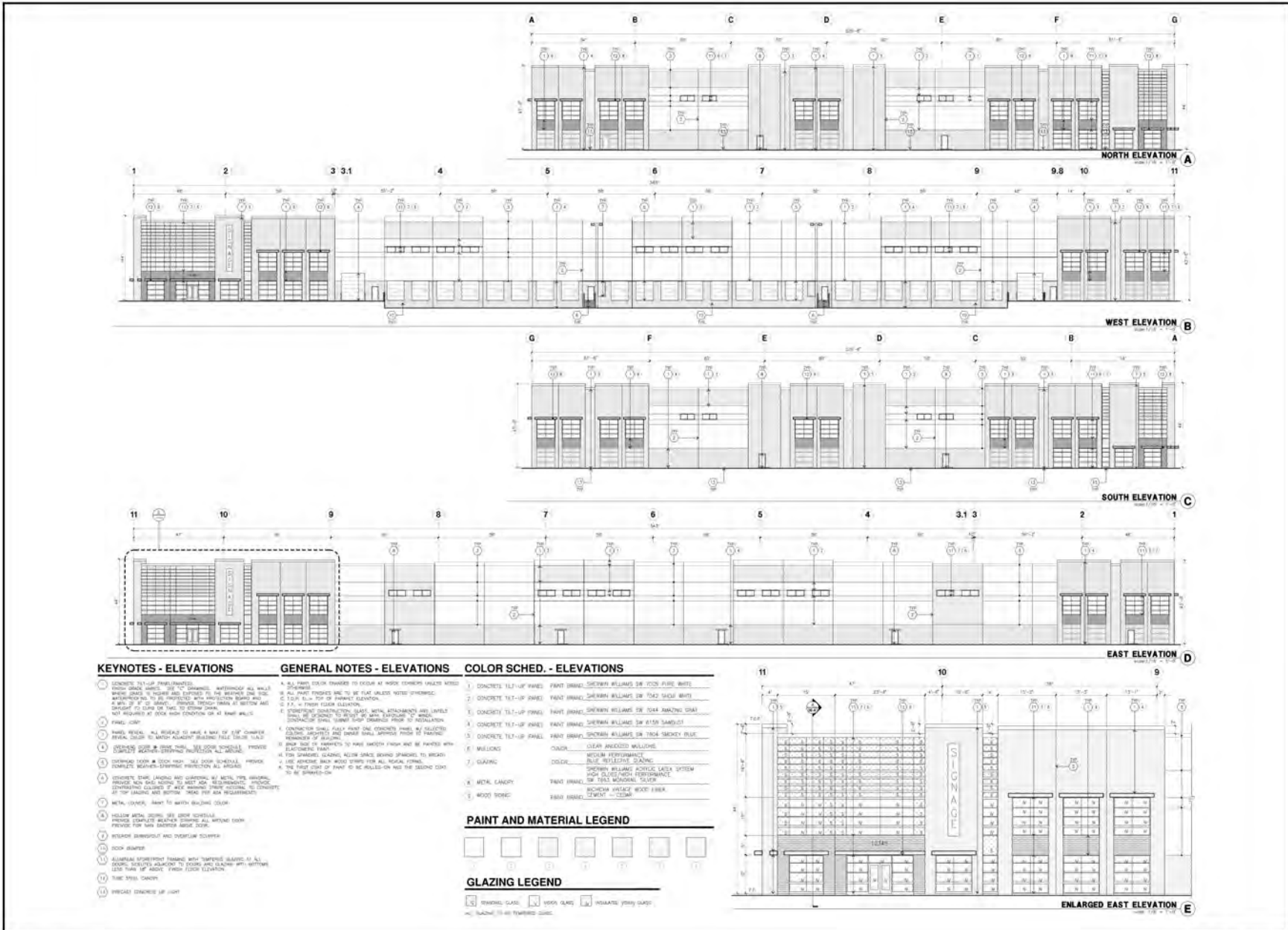


Source(s): ESRI, Nearmap Imagery (2020), RCTLMA (2020)

Figure 6



Aerial Photograph

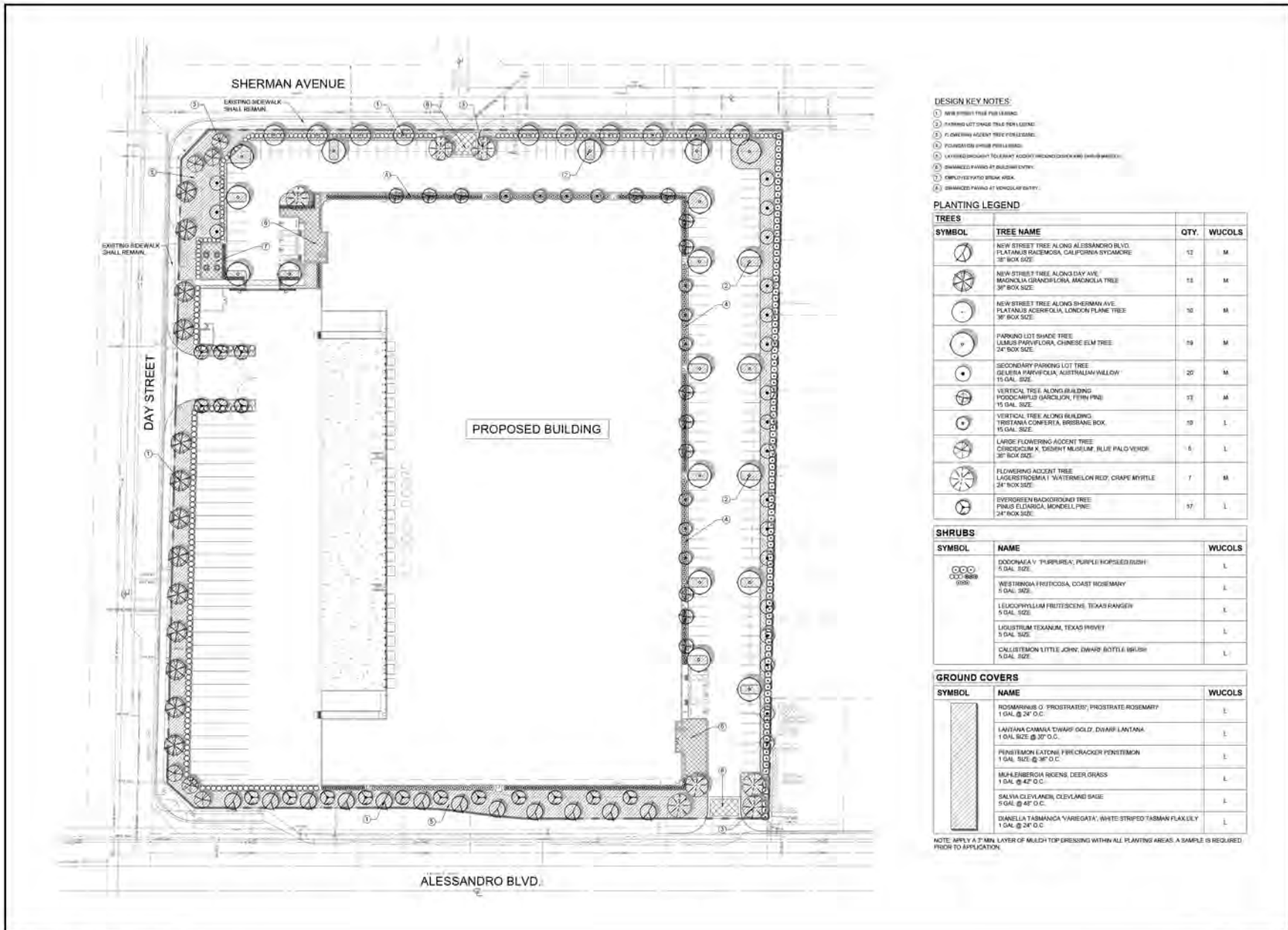


Source(s): HPA (08-31-2021)

Figure 8

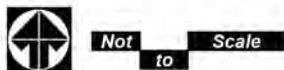
Not to Scale

Architectural Elevations



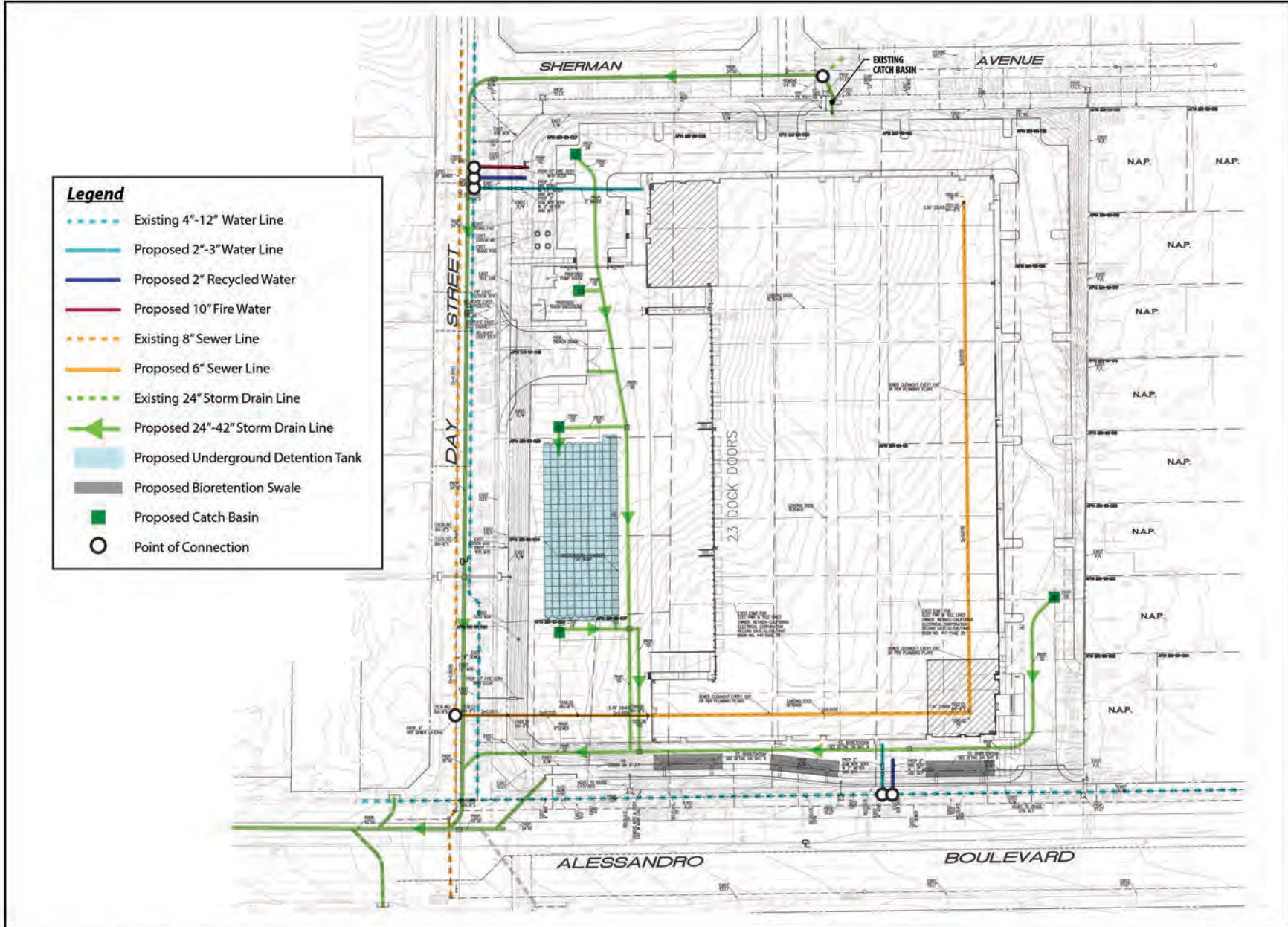
Source(s): SPLA (08-21-2020)

Figure 9



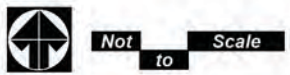
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Conceptual Landscape Plan



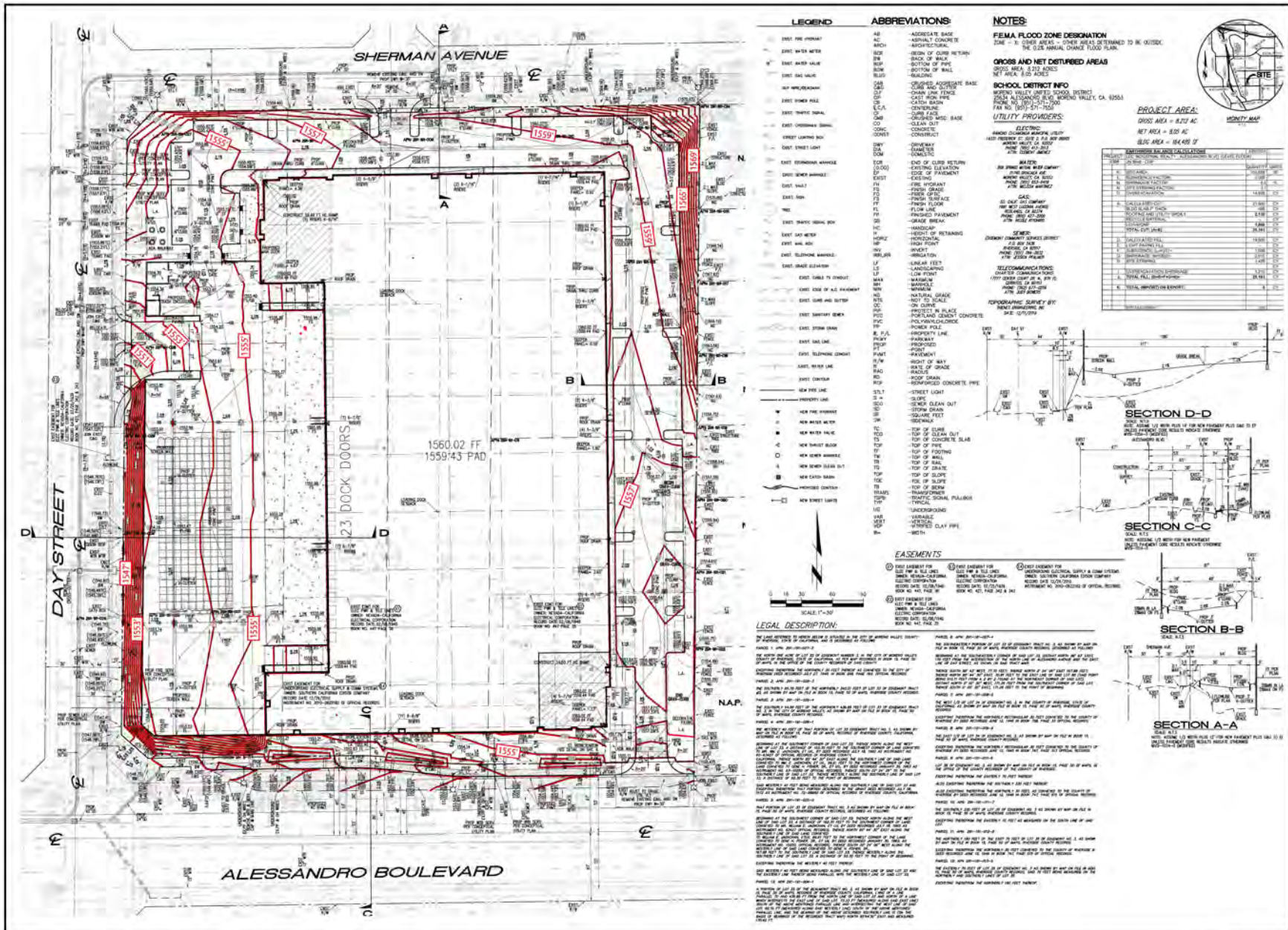
Source(s): Thienes Engineering, Inc. (07-08-2021)

Figure 10



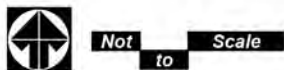
Conceptual Utilities Plan

Attachment: Exhibit A to 2022-XX Moreno Valley Business Center IS MND (6001 : PEN20-0162 Moreno



Source(s): Thienes Engineering, Inc. (07-08-2021)

Figure 11



Conceptual Grading Plan

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ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture & Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology & Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials |
| <input type="checkbox"/> Hydrology & Water Quality | <input type="checkbox"/> Land Use & Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population & Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities & Service Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |

DETERMINATION (To be completed by the Lead Agency):

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



 Signature

6/10/2022

 Date

Julia Descoteaux

 Printed Name

City of Moreno Valley

 For

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EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a Lead Agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the Lead Agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The Lead Agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or another CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analyses Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources. A source list should be attached, and other sources used, or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS – Except as provided in Public Resources Code § 21099 – Modernization of Transportation Analysis for Transit-Oriented Infill Projects – Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: Scenic resources within the City of Moreno Valley are identified as Box Springs Mountains, the Foothills, the Badlands, and Mount Russell and its foothills. According to General Plan Map ORSC-3, <i>Scenic Resources and Ridgelines</i>, the Project site is not located within or adjacent to a designated scenic resource or within a view corridor for any of the designated scenic resources in the City (Moreno Valley, 2021a, Map ORSC-3).</p> <p>Due to intervening development and their distance and orientation in relation to the Project site, prominent, distinct views of the Badlands (and beyond, San Gorgonio Mountain) and Mount Russell are not available from public viewing areas abutting the Project site under existing conditions (Google Earth Pro, 2020). Scenic resources visible (at least partially) from public viewpoints adjacent to the Project site include the Box Springs Mountains (approximately 2.2 miles to the north and partially visible from Alessandro Boulevard) and the Foothills (approximately 4.1 miles to the northeast and partially visible from Day Street). Under existing conditions, views of the Box Springs Mountains to the north are mostly obscured from Alessandro Boulevard due to intervening development, on- and off-site plant materials (i.e., trees), topography, and atmospheric haze that is common in the Inland Empire throughout the year (Google Earth Pro, 2020). Under existing conditions, views of the Foothills to the northeast are largely obstructed from Day Street by existing development, on- and off-site plant materials (i.e., trees), and atmospheric haze (ibid.).</p> <p>The Project would result in the construction of an approximately 44-foot-tall warehouse – with a solid screen wall surrounding the building’s truck court – and install new landscaping on the Project site. With these improvements, views of the Box Springs Mountains would continue to be mostly obscured from Alessandro Boulevard – although not substantially more than views are obscured under existing conditions. Similarly, implementation of the Project would not substantially alter existing views of the Foothills from Day Street because views of the Foothills from Day Street are mostly obscured by existing on-site landscaping and off-site development under existing conditions and the proposed warehouse building and other vertical site improvements (landscaping, screen walls, etc.) would not be so tall as to block views of the Foothills to a more substantial degree than already occurs.</p> <p>Based on the foregoing analysis, the Project would not have a substantial adverse effect on a scenic vista or scenic resources in the Project vicinity. Impacts would be less than significant.</p>				
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project site is not located within or adjacent to a scenic highway corridor and there are no State-designated or eligible scenic highways within the vicinity of the Project site (Caltrans, 2019). Additionally, the City of Moreno General Plan does not identify any scenic route within proximity to the Project site (Moreno Valley, 2021a, Map ORSC-3) (Moreno Valley, 2021b, Figure 7-2). The nearest State-designated scenic highway to the Project site is a segment of State Route 74 (SR-74) located approximately 9.8 miles southeast of the Project site; the Project site would not be visible from this SR-74 segment due to distance and intervening development/topography (Caltrans, 2019; Google Earth Pro, 2020). It should be noted, also, that an area of Interstate 15 (I-15) near the above-named segment of SR-74 is eligible for consideration as a State scenic highway; however, the Project site would not be visible from this portion of I-15 due to distance and intervening development/topography (ibid.). Accordingly, the Project site is not located within a State scenic highway corridor and implementation of the proposed Project would not have a substantial effect on scenic resources within a State scenic highway corridor. Thus, no impact to a State scenic highway would occur from implementation of the Project.</p>				

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project site is located within an urbanized area, as defined by U.S. Census Bureau, and determined as part of the 2010 Census (U.S. Census Bureau, 2012). Thus, pursuant to this threshold, a potentially significant impact to visual character only would occur if the Project were to conflict with applicable zoning and/or other City of Moreno Valley regulations governing scenic quality. Implementation of the proposed Project would result in the visual conversion of the site from vacant, undeveloped land to an industrial building with associated improvements including parking lots, drive aisles, utility infrastructure, landscaping, exterior lighting, and signage. The Project would be compatible with the size, scale, and aesthetic/decorative architectural and landscaping features of the existing light industrial/warehouse buildings constructed on the south side of Alessandro Boulevard to the south and southeast of the Project site. Furthermore, the Project Applicant would be required to comply with the applicable development standards and design guidelines contained in the Moreno Valley Zoning Ordinance, which regulate the visual quality of new development and ensure that new development does not detract from any scenic attributes/qualities in the surrounding area. Because the Project site is located in an urbanized area and because the Project would not conflict with applicable regulations governing scenic quality, a less-than-significant impact would occur from implementation of the Project.</p>				
<p>d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: Under existing conditions, the Project site contains no sources of artificial lighting; however, street lights are present along the Project site’s frontage with Sherman Avenue, Day Street, and Alessandro Boulevard. The Project Applicant proposes to develop the site with one industrial warehouse building and would introduce new lighting elements on-site to illuminate the parking areas, truck docking areas, and building entrances.</p> <p>The Project Applicant would be required to comply with lighting requirements as set forth in the City of Moreno Valley Municipal Code Sections 9.10.110 and 9.16.280. The Municipal Code lighting standards govern the placement and design of outdoor lighting fixtures to ensure adequate lighting for public safety while also minimizing light pollution and glare and precluding public nuisances (e.g., blinking/flashing lights, unusually high intensity, or needlessly bright lighting). The City would confirm compliance with applicable lighting requirements during future review of building permit applications/plans. Mandatory compliance with the Municipal Code would ensure that the Project would not introduce any permanent design features that would adversely affect day or nighttime views in the area. This impact would be less than significant.</p> <p>With respect to glare, a majority of Project building materials would consist of concrete panels, which are non-reflective. While window glazing has a potential to result in minor glare effects, such effects would not adversely affect daytime views of surrounding properties, including motorists along adjacent roadways, because the glass proposed for the Project would be low-reflective. In addition, the proposed building would be set back from adjacent roadways at a minimum distance of approximately 35 feet, and proposed landscaping would provide a buffer between all proposed glass surfaces and the public right of way. Thus, glare impacts from proposed building elements would be less than significant.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Moreno Valley General Plan 2040 <ul style="list-style-type: none"> • Chapter 10 – Open Space and Resource Conservation - Map OSRC-3 –Scenic Resources and Ridgelines 				

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
2. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code <ul style="list-style-type: none"> Section 9.10.110 – Performance Standards, Light and Glare Chapter 9.16 – Design Guidelines 3. Google Earth Pro, https://earth.google.com/web/ 4. California Department of Transportation (Caltrans) Scenic Highway Program, https://dot.ca.gov/-/media/dot-media/programs/design/documents/desig-and-eligible-aug2019_a11y.xlsx 5. U.S. Census Bureau Urbanized Area Reference Maps, https://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/ua75340_riverside--san_bernardino_ca/DC10UA75340.pdf				
II. AGRICULTURE AND FOREST RESOURCES – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Response: The Project site is not utilized for agricultural purposes under existing conditions. According to mapping information available from the California Department of Conservation’s (CDC) Farmland Mapping and Monitoring Program (FMMP), the entire Project site contains “Urban and Built-up Land” (CDC, 2016). Accordingly, the Project site does not contain any lands mapped by the FMMP as “Prime Farmland,” “Unique Farmland,” or “Farmland of Statewide Importance” and, thus, implementation of the Project would not convert such Farmland to a non-agricultural use. No impact would occur.				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Response: The Project site is not zoned for an agricultural use under existing conditions; therefore, implementation of the Project would not conflict with existing zoning for agricultural use. Additionally, as disclosed in the City of Moreno Valley General Plan Final EIR, no land within the City – inclusive of the Project site – is under a Williamson Act Contract (Moreno Valley, 2021b, Figure 4.2-1). Based on the foregoing analysis, implementation of the Project would not conflict with existing zoning for agricultural use or a Williamson Act contract. No impact would occur.				
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Response: The Project site is not zoned as forest land, timberland, or Timberland Production, nor is it surrounded by forest land, timberland, or Timberland Production land. According to the City of Moreno Valley Zoning Map, there are no lands located within the City that are zoned for forest land, timberland, or timberland zoned Timberland Production. Therefore, the Project has no potential to conflict with any areas currently zoned as forest, timberland, or Timberland Production and would not result in the rezoning of any such lands. As such, no impact would occur.				

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project site does not contain a forest and is not designated as forest land; therefore, the Project would not result in the loss of forest land or the conversion of forest land to non-forest use. As such, no impact would occur.</p>				
e) Involve other changes in the existing environment which, due to their location or nature, could result in the conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: “Farmland” is defined in Section II (a) of Appendix G of the State CEQA Guidelines as “Prime Farmland,” “Unique Farmland” or “Farmland of Statewide Importance” (“Farmland”). As disclosed above under Response II(a), the Project would not result in the conversion of Farmland to non-agricultural use.</p> <p>As discussed under Responses II(c) and II(d), the Project would not convert forest land to non-forest use. No impact would occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Final Environmental Impact Report City of Moreno Valley General Plan 2040 <ul style="list-style-type: none"> • Section 4.2 – Agriculture and Forestry Resources 2. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code 3. Moreno Valley Zoning Map, https://www.moval.org/city_hall/general-plan2040/NewZoning.pdf 4. California Department of Conservation – California Important Farmland Finder, https://maps.conservation.ca.gov/DLRP/CIFF/ 				
<p>III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:</p>				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project site is located within the South Coast Air Basin (SCAB or “Basin”). The SCAB encompasses approximately 6,745 square miles and includes Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino counties. The SCAB is bound by the Pacific Ocean to the west; the San Gabriel, San Bernardino, and San Jacinto Mountains to the north and east, respectively; and the San Diego County line to the south. In these areas, the South Coast Air Quality Management District (SCAQMD) is principally responsible for air pollution control, and works directly with the Southern California Association of Governments (SCAG), county transportation commissions, local governments, as well as State and federal agencies to reduce emissions from stationary, mobile, and indirect sources to meet State and federal ambient air quality standards.</p> <p>Historically and presently, State and federal air quality standards are exceeded in most parts of the SCAB. In response, the SCAQMD has adopted a series of Air Quality Management Plans (AQMPs) to meet the State and federal ambient air quality standards. AQMPs are updated regularly in order to more effectively reduce emissions, accommodate growth, and to minimize any negative fiscal impacts of air pollution control on the economy. The current AQMP, the 2016 AQMP, was adopted by SCAQMD in March 2017. Criteria for determining consistency with the AQMP are defined in Chapter 12 of the SCAQMD’s <i>CEQA Air Quality Handbook (1993)</i>. The Project’s consistency with these criteria is discussed below.</p> <p><i>Consistency Criterion No. 1: The Project will not result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP.</i></p>				

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>Consistency Criterion No. 1 relates to violations of the California Ambient Air Quality Standards (CAAQS) and National Ambient Air Quality Standards (NAAQS). As evaluated under Response III(c), below, the Project would not exceed the applicable SCAQMD localized emissions threshold for any criteria pollutant; thus, the Project's short-term construction activities would not increase the frequency or severity of existing NAAQS and/or CAAQS violations in the SCAB, cause or contribute to new violations, and/or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP. Likewise, the Project's operational emissions would not exceed SCAQMD localized emissions thresholds (refer to Response III(c), below); thus, long-term operation of the Project would not increase the frequency or severity of existing NAAQS and/or CAAQS violations in the SCAB, cause or contribute to new violations, and/or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP.</p> <p><u>Consistency Criterion No. 2:</u> <i>The Project will not exceed the assumptions in the AQMP based on the years of Project build-out phase.</i></p> <p>The growth forecasts used in the AQMP to project future emissions levels are based in part on land use data provided by lead agency general plan documentation. Projects that propose to increase the intensity of use on a subject property may result in increased stationary area source emissions and/or vehicle source emissions when compared to the AQMP assumptions. If a project does not exceed the growth projections in the applicable local general plan, then the project is considered to be consistent with the growth assumptions in the AQMP. The prevailing planning documents for the Project site is the City of Moreno Valley General Plan. At the time the AQMP was prepared, the City of Moreno Valley General Plan Land Use Map designated the Project site for "Residential: Max 30 du/ac" land use. Although the proposed Project is consistent with the City's current general plan (General Plan 2040), the Project would result in a land use and development intensity that was not anticipated by the General Plan, and, by extension, the growth models that were used in the AQMP. Although the Project would not be consistent with the land use assumptions used in the AQMP, Project operation would not exceed applicable SCAQMD regional or localized air quality significance thresholds (refer to Responses III(b) and (c) below). Construction emissions are largely independent of land use assumptions but rather a function of the maximum area of disturbance on a development site. The entire Project site likely would be disturbed were it to be developed under the growth projections used in the AQMP; therefore, the Project's construction-related air quality effects are not considered to exceed the assumptions in the AQMP. Based on the foregoing, the Project's inconsistency with Consistency Criterion No. 2 would not result in a substantial adverse environmental impact.</p> <p>In summary, implementation of the proposed Project would not result in a significant adverse effect on the environment due to an inconsistency with AQMP. Impacts would be less than significant.</p>				
<p>b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The proposed Project has the potential to generate substantial pollutant concentrations during both construction activities and long-term operation. An Air Quality Impact Analysis (Urban Crossroads, 2021a), Mobile Source Health Risk Assessment (Urban Crossroads, 2021b), Supplemental Air Quality Analysis (Urban Crossroads, 2022a), and Construction Health Risk Assessment (Urban Crossroads, 2022b) were prepared for the Project by Urban Crossroads, Inc. to evaluate potential criteria and hazardous air pollutant emissions that could result from the Project's construction and operation. These reports are included as <i>Technical Appendices A1</i> through <i>A4</i> to this IS/MND and their findings are incorporated into the analysis presented herein.</p>				
<p>The following analysis is based on the applicable significance thresholds established by the SCAQMD for regional criteria pollutant emissions (as summarized in Table 3-1 of <i>Technical Appendix A1</i>). This analysis assumes that the Project would comply with applicable, mandatory regional air quality standards, including: SCAQMD Rule 403, "Fugitive Dust;" SCAQMD Rule 431.2, "Sulfur Content of Liquid</p>				

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Fuels;” SCAQMD Rule 1113, “Architectural Coatings;” SCAQMD Rule 1186, “PM₁₀ Emissions from Paved and Unpaved Roads, and Livestock Operations;” SCAQMD Rule 1186.1, “Less-Polluting Street Sweepers,” and Title 13, Chapter 10, Section 2485, Division 3 of the California Code of Regulations “Airborne Toxic Control Measure.”

For a detailed description of the health effects of air pollutants refer to Section 2.4 of the Project’s Air Quality Impact Analysis (*Technical Appendix A1*). In general, air pollutants have adverse effects to human health including, but not limited to, respiratory illness and carcinogenic effects; however, based on available modeling it is not feasible to correlate regional criteria pollutant emissions from development projects of the scale of the proposed Project to adverse health effects on a SCAB-wide level (Urban Crossroads, 2021a, pp. 59-60). The potential for the Project to result in substantial adverse health effects from toxic air contaminant emissions is addressed under Response III(c), below.

Impact Analysis for Construction Emissions

For purposes of the construction emissions analysis, construction was conservatively expected to occur between July 2021 and July 2022. The California Emissions Estimator Model (CalEEMod) accounts for the implementation and enforcement of California’s progressively more restrictive regulatory requirements for construction equipment and the ongoing replacement of older construction fleet equipment with newer, less-polluting equipment. Thus, according to the CalEEMod, construction activities that occur in the near future are expected to generate more air pollutant emissions than the same activities that may occur farther into the future. Accordingly, although the Project’s construction would occur at a later date than assumed as part of the air quality analysis, Project-related construction emissions are not expected to exceed the values presented below (Urban Crossroads, 2021a, p. 38).

The calculated maximum daily emissions associated with Project construction are presented in Table 3, *Summary of Construction-Related Emissions*. The Project’s construction characteristics and construction equipment fleet assumptions used in the analysis were previously described above in the Project Description (see Tables 1 and 2).

Table 3: Summary of Construction-Related Emissions

Year	Emissions (lbs/day)					
	VOC	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Summer						
2021	1.34	15.20	31.13	0.06	10.67	4.38
2022	36.10	16.02	29.56	0.06	2.51	0.78
Winter						
2021	1.29	15.31	30.98	0.06	10.67	4.38
2022	36.05	16.17	28.45	0.06	2.51	0.78
Maximum Daily Emissions	36.10	16.17	31.13	0.06	10.67	4.38
SCAQMD Regional Threshold	75	100	550	150	150	55
Threshold Exceeded?	NO	NO	NO	NO	NO	NO

Source: (Urban Crossroads, 2022a, Table 1)

As shown in Table 3, the Project’s daily construction emissions of volatile organic compounds (VOCs), nitrogen oxides (NO_x) carbon monoxide (CO), sulfur oxides (SO_x), and particulate matter (PM₁₀ and PM_{2.5}) would not exceed SCAQMD regional criteria thresholds and, thus, would be less than significant. The SCAQMD considers any project-specific criteria pollutant emissions that exceed applicable SCAQMD significance thresholds also to be cumulatively considerable. To put it another way, if a project does not exceed the SCAQMD regional thresholds, then SCAQMD considers that project’s air pollutant emissions to not be cumulatively-considerable. Thus, because Project construction would not exceed the SCAQMD regional criteria significance thresholds, implementation of the Project would not result in a cumulatively considerable net increase of any criteria pollutant, including any pollutants for which the SCAB does not attain applicable federal or State ambient air quality standards during construction.

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Less Than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

Impact Analysis for Operational Emissions

Operational activities associated with the Project are expected to generate air pollutant emissions from the operation of motor vehicles (including trucks), landscape maintenance activities, application of architectural coatings, and the use of electricity and natural gas. Long term operational emissions associated with the Project are presented in Table 4, *Summary of Peak Operational Emissions*.

Table 4: Summary of Peak Operational Emissions

Source	Emissions (lbs/day)					
	VOC	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Summer						
Area Source	3.76	3.30E-04	0.04	0.00	1.30E-04	1.30E-04
Energy Source	0.07	0.64	0.54	3.83E-03	0.05	0.05
Mobile Source (Passenger Cars)	0.46	0.54	8.60	0.03	2.74	0.73
Mobile Source (Trucks)	0.49	18.02	4.14	0.09	3.60	1.18
TRUs	0.21	1.83	2.37	3.76E-04	0.04	0.04
On-Site Equipment Source	0.12	1.27	0.76	3.17E-03	0.04	0.04
Total Maximum Daily Emissions	5.12	22.30	16.44	0.12	6.47	2.04
SCAQMD Regional Threshold	55	55	550	150	150	55
Threshold Exceeded?	NO	NO	NO	NO	NO	NO
Winter						
Area Source	3.76	3.30E-04	0.04	0.00	1.30E-04	1.30E-04
Energy Source	0.07	0.64	0.54	3.83E-03	0.05	0.05
Mobile Source (Passenger Cars)	0.38	0.56	6.97	0.02	2.74	0.73
Mobile Source (Trucks)	0.48	18.97	4.16	0.09	3.60	1.18
TRUs	0.21	1.83	2.37	3.76E-04	0.04	0.04
On-Site Equipment Source	0.12	1.27	0.76	3.17E-03	0.04	0.04
Total Maximum Daily Emissions	5.02	23.27	14.83	0.12	6.47	2.04
SCAQMD Regional Threshold	55	55	550	150	150	55
Threshold Exceeded?	NO	NO	NO	NO	NO	NO

Source: (Urban Crossroads, 2022a, Table 2)

As summarized in Table 4, Project operational emissions of VOCs, NO_x, CO, SO_x, PM₁₀ and PM_{2.5} would not exceed SCAQMD regional criteria thresholds. Accordingly, the Project would not emit substantial concentrations of these pollutants during long-term operation and would not contribute to an existing or projected air quality violation. The Project's long-term emissions of VOCs, NO_x, CO, SO_x, PM₁₀ and PM_{2.5} would be less than significant.

c) Expose sensitive receptors to substantial pollutant concentrations?

Response: The following analysis addresses the Project's potential to expose sensitive receptors in the immediate vicinity of the Project site to substantial pollutant concentrations during Project construction and long-term operation. The following analysis is based on the applicable significance thresholds established by the SCAQMD (as summarized in Table 3-11 of *Appendix A1*).

Impact Analysis for Construction Localized Emissions

As summarized in Table 5, *Summary of Construction Localized Emissions*, localized emissions of NO_x, CO, and particulate matter (PM₁₀ and PM_{2.5}) would not exceed applicable SCAQMD thresholds during peak Project construction activities. Accordingly, Project construction would not expose any sensitive receptors to substantial localized pollutant concentrations and impacts would be less than significant.

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Table 5: Summary of Construction Localized Emissions

On-Site Emissions	Emissions (lbs/day)			
	NO _x	CO	PM ₁₀	PM _{2.5}
Site Preparation				
Maximum Daily Emissions	15.04	30.31	10.45	4.32
SCAQMD Localized Threshold	270	1,577	13	8
Threshold Exceeded?	NO	NO	NO	NO
Grading				
Maximum Daily Emissions	12.49	24.51	5.73	1.72
SCAQMD Localized Threshold	270	1,577	13	8
Threshold Exceeded?	NO	NO	NO	NO

Source: (Urban Crossroads, 2022a, Table 3)

Impact Analysis for Operational Localized Emissions

The Project's operational localized emissions are presented in Table 6, *Summary of Operational Localized Emissions*. As shown, the Project's peak operational emissions would not exceed the localized thresholds established by the SCAQMD. Accordingly, long-term operation of the Project would not result in the exposure of any sensitive receptors to substantial pollutant concentrations. Impacts would be less than significant.

Table 6: Summary of Operational Localized Emissions

On-Site Emissions	Emissions (lbs/day)			
	NO _x	CO	PM ₁₀	PM _{2.5}
Maximum Daily Emissions	3.51	3.62	0.41	0.19
SCAQMD Localized Threshold	270	1,577	4	2
Threshold Exceeded?	NO	NO	NO	NO

Source: (Urban Crossroads, 2022a, Table 4)

Impact Analysis for CO "Hot Spots"

Localized areas where ambient CO concentrations exceed the CAAQS and/or NAAQS are termed CO "hot spots." Emissions of CO are produced in greatest quantities from motor vehicle combustion and are usually concentrated at or near ground level because they do not readily disperse into the atmosphere, particularly under cool, stable (i.e., low or no wind) atmospheric conditions. Consequently, the highest CO concentrations are generally found within close proximity to congested intersection locations.

For purposes of providing a conservative, worst-case impact analysis, the Project's potential to cause or contribute to CO hotspots was evaluated by comparing study area intersections that would receive Project traffic (both intersection geometry and traffic volumes) with prior studies conducted by the SCAQMD in support of their AQMPs. In the 2003 AQMP, the SCAQMD evaluated CO concentrations at four (4) busy intersections in the City of Los Angeles that were determined to be the most congested intersections in the SCAB. Each of the evaluated intersections were primary thoroughfares, some of which were located near major freeway on/off ramps, and experienced traffic volumes of approximately 100,000 vehicles per day. The SCAQMD's analysis at these busy intersections did not identify any CO hotspots. Based on an analysis of the intersections in the Project's study area, Urban Crossroads determined that none of the intersections in the Project's study area would be subject to the extreme traffic volumes and vehicle congestion of the intersections modeled by the SCAQMD in the 2003 AQMP (Urban Crossroads, 2021a, pp. 54-56). Therefore, Project-related vehicular emissions would not create a CO hot spot and would not substantially contribute to an existing or projected CO hot spot. Impacts would be less than significant.

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<p><u><i>Impact Analysis for Diesel Particulate Emissions</i></u> This section evaluates the potential health risk impacts to sensitive receptors and adjacent workers associated with the development of the proposed Project, more specifically, health risk impacts as a result of exposure to Toxic Air Contaminants (TACs) including diesel particulate matter (DPM) as a result of heavy-duty diesel trucks accessing the Project Site. Detailed air dispersion model outputs and risk calculations are presented in Appendices 2.1 and 2.2, respectively, of <i>Technical Appendix A2</i> and in <i>Technical Appendix A4</i>.</p> <p>Project Construction Analysis The land use with the greatest potential exposure to Project construction DPM source emissions (i.e., maximally exposed individual receptor, MEIR) is located approximately 30 feet east of the Project site at an existing residence located at 13937 Pepper Street. At the MEIR, the maximum incremental cancer risk attributable to Project construction DPM source emissions is estimated at 1.79 in one million, which is less than the SCAQMD’s significance threshold of 10 in one million. At this same location, non-cancer risks were estimated to be <0.01, which would not exceed the applicable threshold of 1.0. (Urban Crossroads, 2022b, p. 7) All other receptors, including worker and school child receptors, in the vicinity of the Project site would experience less risk than what is identified for the MEIR (ibid.). As such, Project construction activities would not result in significant human health or cancer risks.</p> <p>Project Operation Analysis At the maximally exposed individual receptor (MEIR) – the existing residential home located at 13909 Day Street approximately 102 feet west of the Project site – the maximum cancer risk attributable to the Project’s DPM emissions is calculated to be 4.13 in one million (Urban Crossroads, 2021b, p. i). The cancer risk attributable to the Project at the MEIR would not exceed the SCAQMD cancer risk threshold of 10 in one million. At this same receptor location, the non-cancer health risk index attributable to the Project would be 0.002, which would not exceed the SCAQMD non-cancer health risk index of 1.0 (ibid.). Accordingly, long-term operations at the Project site would not directly cause or contribute in a cumulatively-considerable manner to the exposure of residential receptors to substantial DPM emissions. Therefore, implementation of the Project would result in a less-than-significant impact.</p> <p>At the maximally exposed individual worker (MEIW) – located approximately 176 feet south of the Project site – the maximum cancer risk attributable to the Project’s DPM emissions is calculated to be 0.34 in one million (Urban Crossroads, 2021b, p. i). The cancer risk attributable to the Project at the MEIW would not exceed the SCAQMD cancer risk threshold of 10 in one million. At this same receptor location, the non-cancer health risk index attributable to the proposed Project would be 0.001, which would not exceed the SCAQMD non-cancer health risk index of 1.0 (ibid.). Therefore, the Project would result in a less-than-significant impact.</p> <p>There are no schools located within a ¼ mile of the Project site or the Project’s primary truck route to I-215, which is the location with the highest concentration of Project-related DPM emissions. Proximity to sources of toxics is critical to determining the impact. Based on California Air Resources Board and SCAQMD emissions and modeling analyses, particulate matter pollutant concentrations drop by 70 percent at approximately 500 feet from the emissions source and by 80 percent at approximately 1,000 feet from the emissions source (Urban Crossroads, 2021b, p. i). Because there are no schools located within at least 1,320 feet of the Project site, implementation of would not expose any school child receptors to substantial concentrations of diesel particulate matter emissions. Project-related truck traffic would travel off-site along public streets (traffic to/from I-215 is expected to travel along Alessandro Boulevard and Day Street). There are no schools located within ¼ mile of Alessandro Boulevard and Day Street between the Project site and I-215; therefore, the Project-related traffic traveling to/from I-215 would not expose school children receptors to substantial DPM concentrations. Based on the foregoing analysis, implementation of the Project would not expose school child receptors to substantial DPM concentrations. This impact is less than significant.</p>				

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project could produce odors during proposed construction activities resulting from construction equipment exhaust, application of asphalt, and/or the application of architectural coatings; however, standard construction practices would minimize the odor emissions and their associated impacts. Furthermore, any odors emitted during construction would be temporary, short-term, and intermittent in nature, and would cease upon the completion of the respective phase of construction. In addition, construction activities on the Project site would be required to comply with SCAQMD Rule 402, which prohibits the discharge of odorous emissions that would create a public nuisance (Urban Crossroads, 2021a, p. 61). Accordingly, the proposed Project would not create objectionable odors affecting a substantial number of people during construction, and short-term impacts would be less than significant.</p> <p>During long-term operation, the Project would include a warehouse land use, which is not typically associated with objectionable odors. The temporary storage of refuse associated with the proposed Project’s long-term operational use could be a potential source of odor; however, Project-generated refuse is required to be stored in covered containers and removed at regular intervals in compliance with the City’s solid waste regulations, thereby precluding any significant odor impact. Furthermore, the proposed Project would be required to comply with SCAQMD Rule 402, which prohibits the discharge of odorous emissions that would create a public nuisance, during long-term operation (Urban Crossroads, 2021b, p. 61). As such, long-term operation of the proposed Project would not create objectionable odors affecting a substantial number of people.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Urban Crossroads, 2021a, Moreno Valley Business Center Air Quality Impact Analysis, <i>Technical Appendix A1</i> 2. Urban Crossroads, 2021b, Moreno Valley Business Center Mobile Source Health Risk Assessment, <i>Technical Appendix A2</i> 3. Urban Crossroads, 2022a, Supplemental Air Quality Analysis, <i>Technical Appendix A3</i> 4. Urban Crossroads, 2022b, Construction Health Risk Assessment, <i>Technical Appendix A4</i> 5. South Coast Air Quality Management District – National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) Attainment Status for South Coast Air Basin, http://www.aqmd.gov/docs/default-source/clean-air-plans/air-quality-management-plans/naaqs-caaqs-feb2016.pdf 				
<p>IV. BIOLOGICAL RESOURCES – Would the project:</p>				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Response: A <i>General Biological Assessment</i> was prepared for the Project by Alden Environmental, Inc. (hereinafter, “Alden”), which addresses potential impacts to candidate, sensitive, or special status species due to implementation of the Project and is included as <i>Technical Appendix B</i> to this IS/MND (Alden, 2020). The analysis presented below is based on the findings of the <i>General Biological Assessment</i> report. The Project’s off-site improvement area (i.e., the areas where proposed public water pump and public storm drain improvements would be constructed) is entirely developed and devoid of vegetation and natural habitat features. Accordingly, the analysis below addresses the potential for proposed development activities on the Project site to affect biological resources.</p>				

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<p><u><i>Special-Status Plants Species</i></u> Alden biologists surveyed the Project site and determined the site to be entirely devoid of native plant communities (Alden, 2020, p. 4). The Project site was determined to contain approximately 6.9 acres of non-native grassland and 1.2 acres of disturbed habitat (ibid.). No special-status plant species were observed on the Project site (Alden, 2020, p. 5). The Project site is not located within a Narrow Endemic Plant Special Survey Area (NEPSSA) or Criteria Area Plant Special Survey Area (CAPSSA) for the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) and, thus, is not considered to be in an area with a high likelihood of supporting populations of sensitive native plant species (Alden, 2020, p. 6). No sensitive plant species records were returned in the California Natural Diversity Database (CNDDDB) and United States Fish and Wildlife Service (USFWS) species database queries for the site and its vicinity and the soils on the site do not have the potential to support the listed and sensitive plant species on site known to occur in the Project region (ibid). Accordingly, development of the Project would result in no impact to special-status plant species.</p> <p><u><i>Special-Status Wildlife Species</i></u> No special status wildlife species were observed on the Project site (Alden, 2020, p. 5) . Three (3) wildlife species on the California Department of Fish and Wildlife (CDFW) “Watch List” were observed during field surveys: Cooper’s hawk (<i>Accipiter cooperii</i>), California gull (<i>Larus californicus</i>), and California horned lark (<i>Eremophila alpestris actia</i>) (ibid.). Cooper’s hawk and California gull were observed flying overhead the Project site and the California horned lark was observed foraging on-site (ibid.). The CDFW Watch List corresponds with species that were listed as “Species of Special Concern” at one time but their prevalence no longer warrants such a designation. The CDFW Watch List is not considered to be a special-status list. Therefore, implementation of the Project would not result in a substantial adverse impact to any special-status wildlife species known to use the Project site.</p> <p>The Project site supports suitable foraging habitat for the burrowing owl; however, the site does not contain any burrows suitable for burrowing owl nesting (Alden, 2020, p. 6). No burrowing owl individuals or their indirect sign (e.g., pellets, feathers) were observed on the Project site (ibid.). Accordingly, implementation of the Project would not result in a substantial adverse impact to the burrowing owl.</p> <p>Notwithstanding the analysis above, implementation of Project would result in removal of vegetation across the Project site that has the potential to support nesting and/or migratory birds that are granted special status by federal and State regulations. The Project’s potential to impact nesting birds and migratory birds is a significant direct impact for which mitigation is required, as discussed below.</p> <p>MM BR-1 would reduce potential impacts to nesting/migratory birds to less-than-significant levels by ensuring that pre-construction surveys are conducted to determine the presence or absence on the Project site of protected nesting bird species prior to the commencement of construction activities. If the protected nesting bird species are present, the mitigation measures provide performance criteria that require avoidance and/or relocation of the species in accordance with accepted protocols.</p> <p>Based on the foregoing analysis, the proposed Project would result in less-than-significant impacts to candidate, sensitive, or special status species with the implementation of mitigation.</p> <p><u>Mitigation</u> MM BR-1 Vegetation clearing and ground disturbance shall be prohibited during the migratory bird nesting season (January 31 through September 1), unless a migratory bird nesting survey is completed in accordance with the following requirements:</p> <ol style="list-style-type: none"> a. A nesting bird survey shall be conducted on the Project site and within suitable habitat located within a 250-foot radius of the Project site by a qualified biologist within three (3) days prior to initiating vegetation clearing or ground disturbance. b. If the survey identifies the presence of active nests, then the nests shall not be disturbed unless the qualified biologist verifies through non-invasive methods that 				

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<p>either (i) the adult birds have not begun egg-laying and incubation; or (ii) the juveniles from the occupied nests are capable of independent survival.</p> <p>c. If the biologist is not able to verify any of the conditions from sub-item “b,” above, then no disturbance shall occur within a buffer zone specified by the qualified biologist for each nest or nesting site. The buffer zone shall be species-appropriate (no less than 100-foot radius around the nest for non-raptors and no more than a 500-foot radius around the nest for raptors) and shall be sufficient to protect the nest from direct and indirect impacts from construction activities, The size and location of buffer zones, if required, shall be based on consultation with the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service and shall be subject to review and approval by the City of Moreno Valley. The nests and buffer zones shall be field checked weekly by a qualified biological monitor. The approved buffer zone shall be marked in the field with construction fencing, within which no vegetation clearing or ground disturbance shall commence until the qualified biologist with City concurrence verify that the nests are no longer occupied and/or juvenile birds can survive independently from the nests.</p>				
<p>b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project site contains two (2) concrete storm drain outlets at the far north end of the site along Sherman Avenue. The areas below the drains do not exhibit any signs of flow nor contain riparian vegetation, and are isolated and non-functional in their current state (Alden, 2020, pp. 5-6). Non-native grasses, including puncture vine (<i>Tribulus terrestris</i>), cheeseweed (<i>Malva parviflora</i>), and lamb’s quarters (<i>Chenopodium album</i>) are growing around the outlets indicating the presence of some soil moisture; however, none of these plant species are associated with riparian/riverine or vernal pool habitat (ibid.). No other habitat on the Project site is classified as a riparian habitat or as a sensitive natural community in local or regional plans, policies, or regulations, or by the California Department Fish and Wildlife (CDFW) or the U.S. Fish and Wildlife Service (USFWS) (ibid.). Accordingly, implementation of the Project would not impact riparian habitat or other sensitive natural community.</p>				
<p>c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project site does not contain any wetlands (Alden, 2020, p. 5). Therefore, implementation of the Project would not result in any adverse effect on State or federally protected wetlands.</p>				
<p>d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with an established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Response: Wildlife movement corridors link together areas of suitable habitat that are otherwise separated by rugged terrain, changes in vegetation, or human disturbances. The Project site was evaluated for its function as a wildlife corridor that species would use to move between wildlife habitat zones as part of the MSHCP Compliance Analysis. Generally, mountain canyons and/or riparian corridors are used by wildlife as corridors; the Project site does not contain either of these features. Furthermore, the Project site is substantially surrounded by human activity in the form of industrial and residential land uses and roadways. Lastly, the Project site is not identified for conservation or</p>				

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<p>designated as a wildlife movement corridor as part of the MSHCP and the Project would be consistent with the MSHCP and, thus, would not interfere with or affect any MSHCP-designated wildlife movement corridor (Alden, 2020, p. 6). Therefore, no impact to a wildlife corridor would occur from implementation of the Project.</p> <p>Wildlife nurseries are sites where wildlife concentrate for hatching and/or raising young, such as rookeries, spawning areas, and bat colonies. Although no nesting birds or remnant nests were observed on the Project site by Alden, implementation of the Project could potentially result in significant impacts to biological resources (i.e., avian species and their nests) that are protected by State and federal regulations, if active nests are present within or adjacent to the site during construction. Implementation of MM BR-1 would reduce potential impacts to nesting birds to less-than-significant levels by ensuring that pre-construction surveys are conducted to determine the presence or absence of nesting birds on or adjacent to the Project site prior to the commencement of construction activities. If active nests are discovered, this mitigation measure establishes performance criteria that requires avoidance of the nests until it can be determined the nest is no longer active or that the juveniles from the occupied nests are capable of surviving independently of the nest.</p>				
<p>e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: Implementation of the Project would result in the removal of trees on the Project site. The removal of trees is regulated by City of Moreno Valley Municipal Code Chapter 9.17.030, which requires development projects to conduct a tree survey prior to construction and, if any mature significant trees are to be removed, to replace each removed tree at defined ratios (as specified in Municipal Code Chapter 9.17.030). Prior to removal of any trees from the Project survey area, the Project Applicant would be required to comply with the provisions of Chapter 9.17.030 of the City of Moreno Valley Municipal Code. Mandatory compliance with the requirements of the Municipal Code would ensure the Project would not conflict with the City of Moreno Valley’s ordinance regulating tree removal.</p> <p>In addition, the City of Moreno Valley Municipal Code contains provisions for the protection of the Stephens’ Kangaroo Rat (refer to Title 8, Chapter 8.60 of the Municipal Code). The Project site does not provide suitable habitat for the Stephens’ Kangaroo Rat and the species was not observed during biological surveys of the Project site (Alden, 2020, p. 5). Accordingly, the Project is exempt from the focused survey requirements for the Stephens’ Kangaroo Rat established by the City’s Municipal Code. The Project Applicant is required by the Municipal Code to contribute a local development impact and mitigation fee, which requires a fee payment to assist the City in implementing the habitat conservation plan for the Stephens’ Kangaroo Rat. With mandatory compliance with standard regulatory requirements (i.e., development impact and mitigation fee payment), the proposed Project would not conflict with any City policies or ordinances related to the protection of the Stephens’ Kangaroo Rat. (The Project’s consistency with applicable provisions of the Stephens’ Kangaroo Rat Habitat Conservation Plan (HCP) are addressed in Response IV(f).)</p> <p>The City of Moreno Valley Municipal Code also contains provisions for the collection of mitigation fees to further the implementation of the Western Riverside County MSHCP (refer to Title 3, Chapter 3.48 of the Municipal Code). The Project Applicant is required by the Municipal Code to contribute a local mitigation fee, which requires a fee payment to assist the City in implementing the Western Riverside County MSHCP reserve system (including the acquisition, management, and long-term maintenance of sensitive habitat areas). With mandatory compliance with standard regulatory requirements (i.e., mitigation fee payment), the proposed Project would not conflict with any City policies or ordinances related to the mitigation fee program associated with Western Riverside County MSHCP. (The Project’s consistency with applicable provisions of the MSHCP are addressed in Response IV(f).)</p> <p>The City of Moreno Valley does not have any additional policies or ordinances in place to protect biological resources that are applicable to the Project. Mandatory compliance with the above referenced Moreno Valley Municipal Code Chapters would ensure that implementation of the Project would result in a less-than-significant impact associated with local policies and ordinances.</p>				

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f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or another approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project site is subject to the provisions of the Western Riverside County MSHCP; however, the Project site is not located in a criteria cell or area plan subunit. The following analysis evaluates the Project’s compliance with the Western Riverside County MSHCP requirements pursuant to the following sections of the MSHCP that are applicable to the Project site: Section 6.1.2, <i>Protection of Species Associated with Riparian/Riverine areas and Vernal Pools</i>; Section 6.1.3, <i>Protection of Narrow Endemic Plant Species</i>; Section 6.1.4, <i>Guidelines Pertaining to the Urban/Wildland Interface</i>; and Section 6.3.2, <i>Additional Survey Needs and Procedures</i>.</p> <p><u><i>Section 6.1.2 Species Associated With Riparian/Riverine Habitat and Vernal Pools</i></u> The Project site does not contain wetland/riparian features, or vernal pools on or adjacent to the site regulated by the MSHCP; therefore, the Project would not conflict with Section 6.1.2, <i>Protection of Species Associated with Riparian/Riverine areas and Vernal Pools</i> (Alden, 2020, p. 7).</p> <p><u><i>Section 6.1.3 Protection of Narrow Endemic Plants</i></u> The Project site is not located within the Western Riverside County MSHCP Narrow Endemic Plant Species Survey Area (NEPSSA); therefore, the NEPSSA requirements are not applicable to the Project and the Project is consistent with the Western Riverside County MSHCP narrow endemic plant species policies (Alden, 2020, p. 6).</p> <p><u><i>Section 6.1.4 Urban/Wildlands Interface Guidelines</i></u> The Project site is not located within or adjacent to a Western Riverside County MSHCP Conservation Area; therefore, the Project site is not required to address Section 6.1.4 of the Western Riverside County MSHCP (Alden, 2020, p. 6).</p> <p><u><i>Section 6.3.2 Additional Surveys and Procedures</i></u> The Project site is not located within the Western Riverside County MSHCP Criteria Area Plant Species Survey Area (CAPSSA); therefore, the CAPSSA requirements are not applicable to the Project (Alden, 2020, p. 6). Additionally, the Project site is not located within the Western Riverside County MSHCP additional survey areas for amphibians, survey areas for mammals, or any special linkage areas (ibid.).</p> <p>The Project site is located within the Western Riverside County MSHCP burrowing owl survey area. No evidence of use of the site by burrowing mammals was present and no burrows suitable for use by the owl was observed (Alden, 2020, p. 6). The species is considered absent from the Project site and potential occurrence is low; however, a preconstruction burrowing owl survey in accordance with the Western Riverside County MSHCP Burrowing Owl Survey Requirements is required to ensure compliance with the Plan’s provisions for protecting the burrowing owl (see MM BR-2). With implementation of MM BR-2, implementation of the Project would result in a less-than-significant impact to the burrowing owl.</p> <p>Additionally, the Project site is located within the Stephens’ Kangaroo Rat Habitat Conservation Plan Fee Area, which is administered by the Riverside County Habitat Conservation Agency. The Project Applicant would be required to pay the established Stephens’ Kangaroo Rat mitigation fee (Riverside County, 1996). Payment of the Stephens’ Kangaroo Rat HCP fee is required – as noted in the analysis under Response IV(e) – and would ensure the Project is consistent with the Stephens’ Kangaroo Rat HCP and the Western Riverside County MSHCP.</p> <p><u>Mitigation</u> MM BR-2 Within 30 days prior to grading, a qualified biologist shall conduct a survey of suitable habitat on site and make a determination regarding the presence or absence of the burrowing owl. The determination shall be documented in a report and shall be submitted,</p>				

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<p>reviewed, and accepted by the City of Moreno Valley prior to the issuance of a grading permit and subject to the following provisions:</p> <ul style="list-style-type: none"> a) In the event that the pre-construction survey identifies no burrowing owls on the property a grading permit may be issued without restriction. b) In the event that the pre-construction survey identifies the presence of at least one individual but less than three (3) mating pairs of burrowing owl, then prior to the issuance of a grading permit and prior to the commencement of ground-disturbing activities on the property, the qualified biologist shall passively or actively relocate any burrowing owls. Passive relocation, including the required use of one-way doors to exclude owls from the site and the collapsing of burrows, will occur if the biologist determines that the proximity and availability of alternate habitat is suitable for successful passive relocation. Passive relocation shall follow CDFW relocation protocol and shall only occur between September 15 and February 1. If proximate alternate habitat is not present as determined by the biologist, active relocation shall follow CDFW relocation protocol. The biologist shall confirm in writing that the species has fledged the site or been relocated prior to the issuance of a grading permit. c) In the event that the pre-construction survey identifies the presence of three (3) or more mating pairs of burrowing owl, the requirements of MSCHP Species-Specific Conservation Objectives 5 for the burrowing owl shall be followed. Objective 5 states that if the site (including adjacent areas) supports three (3) or more pairs of burrowing owls and supports greater than 35 acres of suitable habitat, at least 90 percent of the area with long-term conservation value and burrowing owl pairs will be conserved onsite until it is demonstrated that Objectives 1-4 have been met. A grading permit shall be issued, either: <ul style="list-style-type: none"> i. Upon approval and implementation of a property-specific Determination of Biologically Superior Preservation (DBESP) report for the burrowing owl by the CDFW; or ii. A determination by the biologist that the site is part of an area supporting less than 35 acres of suitable Habitat, and upon passive or active relocation of the species following accepted CDFW protocols. Passive relocation, including the required use of one-way doors to exclude owls from the site and the collapsing of burrows, will occur if the biologist determines that the proximity and availability of alternate habitat is suitable for successful passive relocation. Passive relocation shall follow CDFW relocation protocol and shall only occur between September 15 and February 1. If proximate alternate habitat is not present as determined by the biologist, active relocation shall follow CDFW relocation protocol. The biologist shall confirm in writing that the species has fledged the site or been relocated prior to the issuance of a grading permit. 				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Alden Environmental, Inc., 2020, General Biological Assessment, <i>Technical Appendix B</i> 2. Moreno Valley Municipal Code Chapter 3.48 – Western Riverside County Multiple Species Habitat Conservation Plan Fee Program 3. Moreno Valley Municipal Code Chapter 8.60 – Threatened and Endangered Species 4. Moreno Valley Municipal Code Section 14.40.040 – Public Tree Care 5. Moreno Valley Municipal Code Section 9.17.030 – Landscape Ordinance 6. Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), http://www.wrc-rca.org/about-rca/multiple-species-habitat-conservation-plan/ 				

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7. Riverside County Information Technology – Map My County, https://gis.countyofriverside.us/Html5Viewer/?viewer=MMC_Public 8. Regional Conservation Agency – MSHCP Information Map, http://wrcrca.maps.arcgis.com/apps/webappviewer/index.html?id=a73e69d2a64d41c29ebd3acd67467abd 9. Riverside County Ordinance No. 633.10, https://www.rivcocob.org/ords/600/663.10.pdf				
V. CULTURAL RESOURCES – Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Response: A cultural resources survey conducted for the Project site by Brian F. Smith and Associates (BFSA), which included a comprehensive site survey and archival records search, identified no historic resources on the Project site (BFSA, 2021, p. 5.0-1). The potential for buried or masked cultural deposits within the Project site is considered low to moderate based upon the lack of identified resources on the Project site and previous impacts to the property (ibid.). Notwithstanding, because the Project site contained multiple structures as early as 1938, BFSA indicated there was the potential for buried historical deposits to be present on the Project site (ibid.). The potential for Project implementation to directly or indirectly destroy unknown, significant historical resources that may be buried or masked on the Project site is a significant impact and mitigation is required. The Project’s off-site improvement area is developed under existing conditions (i.e., cleared, graded, and/or paved) with no potential to contain historic resources.</p> <p>MM CR-1 through MM CR-9 would ensure the proper identification and subsequent treatment of any significant historical resources that may be encountered during ground-disturbing activities associated with Project construction. With implementation of the required mitigation, the Project’s potential impacts to significant historical resources would be reduced to less-than-significant.</p> <p><u>Mitigation</u></p> <p>MM CR-1 Prior to the issuance of a grading permit, the Developer shall retain a professional archaeologist to conduct monitoring of all ground disturbing activities. The Project Archaeologist shall have the authority to temporarily redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction. The Project Archaeologist, in consultation with the Consulting Tribe(s), including the Pechanga Band of Luiseño Indians and Soboba Band of Luiseño Indians, the contractor, and the City, shall develop a CRMP as defined in Mitigation Measure CR-3. The Project archaeologist shall attend the pre-grading meeting with the City, the construction manager and any contractors and will conduct a mandatory Cultural Resources Worker Sensitivity Training to those in attendance. The archaeological monitor shall have the authority to temporarily halt and redirect earth moving activities in the affected area in the event that suspected archaeological resources are unearthed.</p> <p>MM CR-2 Prior to the issuance of a grading permit, the Developer shall secure agreements with the Pechanga Band of Luiseño Indians and Soboba Band of Luiseño Indians for tribal monitoring. The City is also required to provide a minimum of 30 days’ advance notice to the tribes of all ground disturbing activities. The Native American Tribal Representatives shall have the authority to temporarily halt and redirect earth moving activities in the affected area in the event that suspected archaeological resources are unearthed. The Native American Monitor(s) shall attend the pre-grading meeting with the Project Archaeologist, City, the construction manager and any contractors and will conduct the Tribal Perspective of the mandatory Cultural Resources Worker Sensitivity Training to those in attendance.</p> <p>MM CR-3 The Project Archaeologist, in consultation with the Consulting Tribe(s), the contractor, and the City, shall develop a CRMP in consultation pursuant to the definition in AB52 to address the details, timing and responsibility of all archaeological and cultural activities that will</p>				

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<p>occur on the project site. A consulting Tribe is defined as a Tribe that initiated the AB 52 tribal consultation process for the Project, has not opted out of the AB52 consultation process, and has completed AB 52 consultation with the City as provided for in Cal Pub Res Code Section 21080.3.2(b)(1) of AB52. Details in the Plan shall include:</p> <ul style="list-style-type: none"> a) Project description and location; b) Project grading and development scheduling; c) Roles and responsibilities of individuals on the Project; d) The pre-grading meeting and Cultural Resources Worker Sensitivity Training details; e) The protocols and stipulations that the contractor, City, Consulting Tribe (s) and Project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation; f) The type of recordation needed for inadvertent finds and the stipulations of recordation of sacred items; and g) Contact information of relevant individuals for the Project. 				
<p>MM CR-4 In the event that Native American cultural resources are discovered during the course of ground disturbing activities (inadvertent discoveries), the following procedures shall be carried out for final disposition of the discoveries:</p> <ul style="list-style-type: none"> a) One or more of the following treatments, in order of preference, shall be employed with the tribes. Evidence of such shall be provided to the City of Moreno Valley Planning Department: <ul style="list-style-type: none"> i. Preservation-In-Place of the cultural resources, if feasible. Preservation in place means avoiding the resources, leaving them in the place they were found with no development affecting the integrity of the resources. ii. Onsite reburial of the discovered items as detailed in the treatment plan required pursuant to Mitigation Measure CR-1. This shall include measures and provisions to protect the future reburial area from any future impacts in perpetuity. Reburial shall not occur until all legally required cataloging and basic recordation have been completed. No recordation of sacred items is permitted without the written consent of all Consulting Native American Tribal Governments as defined in Mitigation Measure CR-3 The location for the future reburial area shall be identified on a confidential exhibit on file with the City, and concurred to by the Consulting Native American Tribal Governments prior to certification of the environmental document. 				
<p>MM CR-5 The City shall verify that the following note is included on the Grading Plan:</p> <p>"If any suspected archaeological resources are discovered during ground –disturbing activities and the Project Archaeologist or Native American Tribal Representatives are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the Project Archaeologist and the Tribal Representatives to the site to assess the significance of the find."</p>				
<p>MM CR-6 If potential historic or cultural resources are uncovered during excavation or construction activities at the project site that were not assessed by the archaeological report(s) and/or environmental assessment conducted prior to Project approval, all ground disturbing activities in the affected area within 100 feet of the uncovered resource must cease immediately and a qualified person meeting the Secretary of the Interior's standards (36 CFR 61), Tribal Representatives, and all site monitors per the Mitigation Measures, shall be consulted by the City to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, or prehistoric resource. Further ground disturbance shall not resume within the area of the discovery</p>				

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<p>until an agreement has been reached by all parties as to the appropriate mitigation. Work shall be allowed to continue outside of the buffer area and will be monitored by additional archeologist and Tribal Monitors, if needed. Determinations and recommendations by the consultant shall be immediately submitted to the Planning Division for consideration, and implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all Consulting Native American Tribes as defined in CR-2 before any further work commences in the affected area. If the find is determined to be significant and avoidance of the site has not been achieved, a Phase III data recovery plan shall be prepared by the Project Archeologist, in consultation with the Tribe, and shall be submitted to the City for their review and approval prior to implementation of the said plan.</p> <p>MM CR-7 If human remains are discovered, no further disturbance shall occur in the affected area until the County Coroner has made necessary findings as to origin. If the County Coroner determines that the remains are potentially Native American, the California Native American Heritage Commission shall be notified within 24 hours of the published finding to be given a reasonable opportunity to identify the “most likely descendant”. The “most likely descendant” shall then make recommendations, and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98).</p> <p>MM CR-8 It is understood by all parties that unless otherwise required by law, the site of any reburial of Native American human remains or associated grave goods shall not be disclosed and shall not be governed by public disclosure requirements of the California Public Records Act. The Coroner, pursuant to the specific exemption set forth in California Government Code 6254 (r), parties, and Lead Agencies, will be asked to withhold public disclosure information related to such reburial, pursuant to the specific exemption set forth in California Government Code 6254 (r).</p> <p>MM CR-9 Prior to final inspection, the developer/permit holder shall prompt the Project Archeologist to submit two (2) copies of the Phase III Data Recovery report (if required for the Project) and the Phase IV Cultural Resources Monitoring Report that complies with the Community Development Department's requirements for such reports. The Phase IV report shall include evidence of the required cultural/historical sensitivity training for the construction staff held during the pre-grade meeting. The Community Development Department shall review the reports to determine adequate mitigation compliance. Provided the reports are adequate, the Community Development Department shall clear this condition. Once the report(s) are determined to be adequate, two (2) copies shall be submitted to the Eastern Information Center (EIC) at the University of California Riverside (UCR) and one (1) copy shall be submitted to the Consulting Tribe(s) Cultural Resources Department(s).</p>				
<p>b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Response: BFSFA conducted a cultural resources inventory of the Project site, which included a record search with the Eastern Information Center (EIC) at University of California at Riverside (UCR) and an intensive pedestrian survey of the site. Given the relatively gentle slope, valley setting, and lack of exposed bedrock outcrops for the Project, predictive modeling would suggest that if prehistoric archaeological sites are present within the Project area, they will likely be artifact scatters or specialized resource processing loci that would have developed as a result of prehistoric resource extraction practices (BFSFA, 2021, p. 5.0-1). According to the pedestrian survey, no prehistoric archaeological resources were observed on the site (ibid.). Furthermore, due to the lack of known prehistoric archaeological resources in the vicinity of the Project site and the extensive nature of past ground disturbances, the likelihood of discovering buried prehistoric archaeological resources on the Project site is considered low to moderate (ibid.). Notwithstanding the preceding analysis, there is a possibility that prehistoric archaeological resources may be present beneath the Project site's subsurface, and may be impacted by ground-disturbing activities associated with Project construction. If any prehistoric</p>				

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<p>archaeological resources are unearthed on the Project site during construction that meet the definition of an archaeological resource cited in CEQA Guidelines Section 15064.5 and are disturbed/damaged by Project construction activities, impacts to prehistoric archaeological resources would be significant. MM CR-1 through MM CR-9 would ensure the proper identification and subsequent treatment of any significant prehistoric archaeological resources that may be encountered during ground-disturbing activities associated with Project construction. With implementation of the required mitigation, the Project's potential impacts to significant prehistoric archaeological resources would be reduced to less-than-significant.</p> <p>The Project's off-site improvement area is developed under existing conditions (i.e., cleared, graded, and/or paved) with no potential to contain prehistoric archaeological resources.</p>				
<p>c) Disturb any human remains, including those interred outside of formally dedicated cemeteries?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project site does not contain a cemetery and no known formal cemeteries are located within the immediate site vicinity. The field survey conducted on the Project site did not identify the presence of any human remains and no human remains are known to exist beneath the surface of the site (BFSa, 2021, p. 1.0-1; Moreno Valley, 2021b, p. 4.5-34). Nevertheless, the remote potential exists that human remains may be unearthed during grading and excavation activities associated with the Project's construction. The Project's off-site improvement area is developed under existing conditions (i.e., cleared, graded, and/or paved) with no potential to contain human remains.</p>				
<p>If human remains are unearthed during construction activities at the Project site, the construction contractor would be required by law to comply with California Health and Safety Code Section 7050.5 "Disturbance of Human Remains." According to Section 7050.5(b) and (c), if human remains are discovered, the County Coroner must be contacted and if the Coroner recognizes the human remains to be those of a Native American, or has reason to believe that they are those of a Native American, the Coroner is required to contact the Native American Heritage Commission (NAHC) by telephone within 24 hours. Pursuant to California Public Resources Code Section 5097.98, whenever the NAHC receives notification of a discovery of Native American human remains from a county coroner, the NAHC is required to immediately notify those persons it believes to be most likely descended from the deceased Native American. The descendants may, with the permission of the owner of the land, or his or her authorized representative, inspect the site of the discovery of the Native American human remains and may recommend to the owner or the person responsible for the excavation work means for treatment or disposition, with appropriate dignity, of the human remains and any associated grave goods. The descendants shall complete their inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. According to Public Resources Code Section 5097.94(k), the NAHC is authorized to mediate disputes arising between landowners and known descendants relating to the treatment and disposition of Native American human burials, skeletal remains, and items associated with Native American burials.</p>				
<p>With mandatory compliance to California Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98, any potential impact to human remains, including human remains of Native American ancestry, that may result from development of the Project site would be less than significant.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Final Environmental Impact Report City of Moreno Valley General Plan 2040 <ul style="list-style-type: none"> • Section 4.5 – Cultural and Tribal Cultural Resources 2. Brian F. Smith and Associates, Phase I Cultural Resources Survey for the Moreno Valley Business Center, <i>Technical Appendix C</i> 3. California Health Code Section 7050.5 – Dead Bodies 4. Public Resources Code Section 5097.94(k) – Powers and Duties 5. Public Resources Code Section 5097.98 – Native American Historical, Cultural, and Sacred Sites 				

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VI. ENERGY – Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The analysis below is based on the <i>Energy Analysis</i> (included as <i>Technical Appendix E</i> to this IS/MND) prepared for the proposed Project by Urban Crossroads and demonstrates that implementation of the Project would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation.</p> <p><u><i>Energy Use During Construction</i></u> The Project's construction process would consume electricity and fuel. Project-related construction activities would represent a "single-event" demand and would not require on-going or permanent commitment of energy resources. Project construction is estimated to consume approximately 179,091 kWh of electricity, approximately 41,124 gallons of diesel fuel from operation of construction equipment, 11,718 gallons of diesel fuel from construction vendor trips, and 18,107 gallons of fuel from construction worker trips (Urban Crossroads, 2021c, p. 37). The amount of energy and fuel use anticipated by the Project's construction activities are typical for the type of scale of construction proposed by the Project and there are no aspects of the Project's proposed construction process that are unusual or energy-intensive. Furthermore, construction equipment would be required to conform to the applicable CARB emissions standards, acting to promote equipment fuel efficiencies. For example, California Code of Regulations (CCR) Title 13, Motor Vehicles, Section 2449(d)(3) Idling, limits idling times of construction vehicles to no more than five minutes, thereby precluding unnecessary and wasteful consumption of fuel due to unproductive idling of construction equipment. As supported by the preceding discussion, the Project's construction energy consumption would not be considered inefficient, wasteful, or otherwise unnecessary (Urban Crossroads, 2021c, p. 37).</p> <p><u><i>Energy Use Project Operations</i></u> Project-related traffic would consume approximately 168,375 gallons of fuel per year (Urban Crossroads, 2021c, pp. 34-35). The number of daily trips and miles traveled by Project traffic are consistent with other industrial uses of similar scale and configuration in the Inland Empire. That is, the Project does not propose uses or operations that would inherently result in excessive and wasteful vehicle trips and/or vehicle miles traveled, nor associated excess and wasteful vehicle energy consumption. Enhanced fuel economies realized pursuant to federal and State regulatory actions, and related transition of passenger vehicles to alternative energy sources (e.g., electricity, natural gas, bio fuels, hydrogen cells) would likely decrease future gasoline fuel demands per mile traveled. The location of the Project site proximate to regional and local arterial roadways (for example, I-215) is expected to minimize the Project vehicle miles traveled within the region. Based on the foregoing, Project transportation energy consumption would not be considered inefficient, wasteful, or otherwise unnecessary (Urban Crossroads, 2021c, p. 37).</p> <p>Building operations and site maintenance activities associated with the Project would result in the consumption of natural gas and electricity. Natural gas would be supplied to the Project by Southern California Gas Company; electricity would be supplied to the Project by Southern California Edison (SCE). Energy demands resulting from Project operations are estimated at 2,256,005 kilo-British thermal units (kBtu) per year of natural gas and 1,900,224 Kilowatt-hour (kWh) per year of electricity (Urban Crossroads, 2021c, p. 39). The Project provides conventional industrial buildings uses reflecting contemporary energy efficient/energy conserving designs and operational programs. Uses proposed by the Project are not inherently energy intensive, and the Project energy demands in total would be comparable to, or less than, other industrial projects of similar scale and configuration. Additionally, the Project would be required to comply with Title 24 standards, which would ensure that the Project's energy demand would not be considered inefficient, wasteful, or otherwise unnecessary (ibid.).</p>				

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b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Response: The following section analyzes the Project’s consistency with the applicable federal and State regulations. As supported by the proceeding analysis, the Project would not conflict with or obstruct a State or local plan for renewable energy or energy efficiency and a less-than-significant impact would occur.

Consistency with Federal Energy Regulations

Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA)

Transportation and access to the Project site is provided primarily by the local and regional roadway systems, which includes I-215 and Alessandro Boulevard. Implementation of the Project would not interfere with, nor otherwise obstruct intermodal transportation plans or projects that may be realized pursuant to the ISTEA because SCAG is not planning for intermodal facilities on or through the Project site (Urban Crossroads, 2021c, p. 39).

The Transportation Act for the 21st Century (TEA-21)

The Project site is located along major transportation corridors with proximate access to the interstate freeway system (i.e., I-215). The site selected for the Project facilitates access, acts to reduce vehicle miles traveled (VMT), takes advantage of existing infrastructure systems, and promotes land use compatibilities through collocation of similar uses. The Project supports the strong planning processes emphasized under TEA-21. The Project is therefore consistent with, and would not otherwise interfere with, nor obstruct implementation of TEA-21 (Urban Crossroads, 2021c, pp. 39-40).

Consistency with State Energy Regulations

Integrated Energy Policy Report (IEPR)

Electricity would be provided to the Project by MVU and natural gas would be provided by SoCalGas. The MVU and SoCal Gas energy supplies comply with and build off existing State programs and policies. As such, the Project is consistent with, and would not otherwise interfere with, nor obstruct implementation the goals presented in the IEPR (Urban Crossroads, 2021c, p. 40).

State of California Energy Plan

The Project site is located along Alessandro Boulevard, with proximate access to I-215. The location of the Project site facilitates access, acts to reduce VMT, takes advantage of existing infrastructure systems, and promotes land use compatibilities through the introduction of industrial uses on a light industrial-designated site. Therefore, the Project supports urban design and planning processes identified under the State of California Energy Plan, is consistent with, and would not otherwise interfere with, nor obstruct implementation of the State of California Energy Plan (Urban Crossroads, 2021c, p. 40).

California Code Title 24, Part 6, Energy Efficiency Standards

The Project would design building shells and building components, such as windows; roof systems: electrical and lighting systems: and heating, ventilating, and air conditioning systems to meet 2019 Title 24 Standards. The Project also is required by State law to be designed, constructed, and operated to meet or exceed Title 24 Energy Efficiency Standards. On this basis, the Project is determined to be consistent with, and would not interfere with, nor otherwise obstruct implementation of Title 24 Energy Efficiency Standards

Pavley Fuel Efficiency Standards (AB 1493)

AB 1493 is applicable to the Project because model year 2009-2016 passenger cars and light duty truck vehicles traveling to and from the Project site are required by law to comply with the legislation’s fuel efficiency requirements. On this basis, the Project is determined to be consistent, with, and would not interfere with, nor otherwise obstruct implementation of AB 1493.

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Advanced Clean Cars Program
 The Advanced Clean Cars Program is applicable to the Project because model year 2017-2025 passenger car vehicles traveling to and from the Project site are required by law to comply with the legislation’s fuel efficiency requirements. On this basis, the Project is determined to be consistent, with, and would not interfere with, nor otherwise obstruct implementation of California’s Advanced Clean Cars Program.

California Renewable Portfolio Standards (SB 1078)
 Energy directly or indirectly supplied to the Project site by electric corporations is required by law to comply with SB 1078.

- Sources:**
1. Urban Crossroads, 2021c, Moreno Valley Business Center Energy Analysis, *Technical Appendix E*

VII. GEOLOGY AND SOILS – Would the project:

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to https://www.conservation.ca.gov/cgs/Documents/s/SP_042.pdf	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Response: There are no Alquist-Priolo Earthquake Fault Zones affecting the Project site (NorCal Engineering, 2021, p. 2). The nearest Earthquake Fault Zone is the San Jacinto Fault, which occurs approximately 6.8 miles northeast of the Project site (NorCal Engineering, 2021, p. 3; Moreno Valley, 2021a, Map S-1; Google Earth Pro, 2020). Because there are no known faults located on the Project site, there is no potential for the Project to expose people or structures to adverse effects related to ground rupture. No impact would occur.

ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Response: The Project site is located in a seismically active area of southern California and is expected to experience moderate to severe ground shaking during the lifetime of the Project. This risk is not considered substantially different than that of other similar properties in the southern California area. As a mandatory condition of Project approval, the Project would be required to construct the proposed building in accordance with the California Building Standards Code (CBSC), also known as California Code of Regulations (CCR), Title 24 (Part 2), and the Moreno Valley Building Code, which is based on the CBSC with local amendments. The CBSC and Moreno Valley Building Code (Moreno Valley Municipal Code, Chapter 8.20) provide standards that must be met to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures, and have been specifically tailored for California earthquake conditions. In addition, the CBSC (Chapter 18) and the Moreno Valley Building Code (Chapter 8.21) require development projects to prepare geologic engineering reports to identify site-specific geologic and seismic conditions and implement the site-specific recommendations contained therein to preclude adverse effects involving unstable soils and strong seismic ground-shaking, including, but not limited to, recommendations related to ground stabilization, selection of appropriate foundation type and depths, and selection of appropriate structural systems. The Project has prepared such a report entitled, *Geotechnical Investigation* (NorCal Engineering, 2021), which is included as *Technical Appendix D* to this IS/MND, and the City would condition the Project to comply with the site-specific ground preparation and construction recommendations contained in the report.

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iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: Based on laboratory analysis of soil samples taken from the Project site, NorCal Engineering concluded that the Project site is not subject to seismic-related ground failure, including liquefaction (NorCal Engineering, 2021, p. 6). Notwithstanding, the City of Moreno Valley will require that the property be developed in accordance with the latest applicable seismic safety guidelines, including the standard requirements of the CBSC and the City of Moreno Valley Municipal Code Building Code, to minimize potential liquefaction hazards. Therefore, implementation of the Project would not directly or indirectly expose people or structures to substantial hazards associated with seismic-related ground failure and/or liquefaction hazards. Impacts would be less than significant.</p>				
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project site contains no substantial natural or man-made slopes under existing conditions. The Project Applicant proposes construction of manufactured slopes and a retaining wall on the Project site. As required by Moreno Valley Municipal Code Chapter 8.21, the proposed retaining wall and manufactured slopes would be constructed in accordance with the site-specific recommendations contained within the geotechnical report for the Project site (see <i>Technical Appendix D</i>). Mandatory compliance with the recommendations contained within the Project site's geotechnical report would ensure that the Project is engineered and constructed to maximize stability and preclude safety hazards to on-site and abutting off-site areas. Accordingly, the Project would not be exposed to substantial landslide risks, and implementation of the Project would not pose a substantial direct or indirect landslide risk to surrounding properties. Impacts would be less than significant.</p>				
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The analysis below summarizes the likelihood of the Project to result in substantial soil erosion during temporary construction activities and/or long-term operation.</p> <p><u>Construction-Related Impacts</u></p> <p>Construction of the Project would involve grading, paving, utility installation, building construction, and landscaping installation, which has the potential to temporarily expose on-site soils that would be subject to erosion during rainfall events or high winds. Pursuant to State Water Resources Control Board requirements, the Project Applicant is required to obtain a National Pollutant Discharge Elimination System (NPDES) permit for construction activities, including proposed grading. The NPDES permit is required for all projects that include construction activities, such as clearing, grading, and/or excavation that disturb at least one (1) acre of total land area. In addition, the Project Applicant would be required to comply with the Santa Ana Regional Water Quality Control Board (RWQCB's) <i>Santa Ana River Basin Water Quality Control Program</i>. Compliance with the NPDES permit and the <i>Santa Ana River Basin Water Quality Control Program</i> involves the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for construction-related activities. The SWPPP will specify the Best Management Practices (BMPs) that would be required to be implemented during construction activities to ensure that waterborne pollution – including erosion/sedimentation – is prevented, minimized, and/or otherwise appropriately treated prior to surface runoff being discharged from the subject property. Examples of BMPs that may be utilized during construction include, but are not limited to, sandbag barriers, geotextiles, storm drain inlet protection, sediment traps, rip rap soil stabilizers, and hydro-seeding. In addition, the Project Applicant would be required to comply with SCAQMD Rule 403, which would reduce the amount of particulate matter in the air and minimize the potential for wind erosion. With mandatory compliance to the requirements noted in the Project's SWPPP, as well as applicable regulatory requirements, the potential for water and/or wind erosion impacts during Project construction would be less than significant and mitigation is not required.</p> <p><u>Long-Term Operational Activities</u></p> <p>Following construction, wind and water erosion on the Project site would be minimized, because the areas disturbed during construction would be landscaped or covered with impervious surfaces and drainage would be controlled through a storm drain system. Implementation of the Project would result in less long-term erosion and loss of topsoil than occurs under the site's existing conditions.</p>				

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<p>The City's Municipal Separate Storm Sewer System (MS4) NPDES Permit requires the Project Applicant to prepare and submit to the City for approval a Water Quality Management Plan (WQMP) (refer to Moreno Valley Municipal Code Section 8.21.170). The WQMP is required to identify an effective combination of erosion control and sediment control measures (i.e., BMPs) to reduce or eliminate sediment discharge to surface water from storm water and non-storm water discharges. The WQMP also is required to establish a post-construction implementation and maintenance plan to ensure on-going, long-term erosion protection. Compliance with the WQMP will be required as a condition of approval for the Project, as would the long-term maintenance of erosion and sediment control features. The preliminary WQMP for the Project prepared by Thienes Engineering (attached hereto as <i>Technical Appendix I2</i>) incorporates design features would be effective at removing silt and sediment from storm water runoff. Because the Project would be required to utilize erosion and sediment control measures to preclude substantial, long-term soil erosion and loss of topsoil, the Project would result in less-than-significant impacts related to soil erosion.</p>				
<p>c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: No substantial natural or man-made slopes are located on or adjacent to the Project site (Google Earth Pro, 2020). As noted in Response VII (a) (iii), the Project includes manufacturing slopes and a retaining wall. The retaining wall and manufacturing slopes would be engineered for long-term stability and constructed in accordance with the site-specific recommendations contained within the geotechnical report for the Project site (included as <i>Technical Appendix D</i> to this IS/MND), as required by the Moreno Valley Municipal Code Section 8.21.050. Accordingly, the Project would result in less-than-significant impacts associated with landslide hazards.</p> <p>The Project's geotechnical report also indicates that the settlement potential on the Project site would be attenuated through the proposed removal of near surface soils down to competent materials and replacement with properly compacted fill, which is included as a recommendation in the Project's geotechnical report. Through standard conditions of approval in accordance with Moreno Valley Municipal Code Section 8.21.050, the proposed Project would be required by the City to incorporate the recommendations contained within the Project geotechnical report into the grading plan for the Project. As such, implementation of the Project would result in less-than-significant impacts associated with soil shrinkage/subsidence and collapse.</p> <p>As discussed in Responses VII (a), (iii) and (iv), development of the property as proposed by the Project would result in a less-than-significant impact involving ground failure, including liquefaction and landslide, and a less-than-significant impact involving landslides.</p>				
<p>d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: According to subsurface explorations and laboratory testing conducted by NorCal Engineering, the site surficial soils primarily consist of silty sand with a very low expansion potential (NorCal Engineering, 2021, p. 15). As such, implementation of the Project would result in less-than-significant impacts associated with expansive soils and would not create substantial risks to life or property.</p>				
<p>e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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<p>Response: The Project does not propose the use of septic tanks or alternative waste water disposal systems. Accordingly, no impact would occur.</p>				
<p>f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project site does not contain any known unique geologic features. The Project site is underlain by older Pleistocene very old alluvial fan deposits that have a high paleontological sensitivity for fossils of large, terrestrial Ice Age vertebrates (BFS&A, 2020b, p. 6). In the event that Project grading and excavation activities encroach into previously undisturbed Pleistocene-age alluvial deposits, the Project could result in impacts to important paleontological resources that may exist below the ground surface if they are unearthed and not properly protected. Therefore, the Project's potential to directly or indirectly destroy a unique paleontological resource buried beneath the ground surface is determined to be a significant impact and mitigation is required.</p> <p>Implementation of MM GEO-1 through MM GEO-4 would ensure the proper identification and subsequent treatment of any paleontological resources that may be encountered during ground-disturbing activities associated with implementation of the proposed Project. Therefore, with implementation of MM GEO-1 through MM GEO-4, the Project's potential impacts related to paleontological resources would be reduced to less-than-significant levels.</p> <p>Mitigation</p> <p>MM GEO-1 Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Moreno Valley that a qualified paleontologist has been retained by the Project Applicant to conduct monitoring of excavation activities and has the authority to halt and redirect earthmoving activities in the event that suspected paleontological resources are unearthed.</p> <p>MM GEO-2 The paleontological monitor shall conduct full-time monitoring during grading and excavation operations in undisturbed, very old alluvial fan sediments at depths five or more feet below the existing ground surface and shall be equipped to salvage fossils if they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. The paleontological monitor shall be empowered to temporarily halt or divert equipment to allow of removal of abundant and large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or if present, are determined upon exposure and examination by qualified paleontological personnel to have a low potential to contain or yield fossil resources.</p> <p>MM GEO-3 Recovered specimens shall be properly prepared to a point of identification and permanent preservation, including screen washing sediments to recover small invertebrates and vertebrates, if necessary. Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage, such as the Western Science Museum in Hemet, California, is required for significant discoveries.</p> <p>MM GEO-4 A final monitoring and mitigation report of findings and significance shall be prepared, including lists of all fossils recovered, if any, and necessary maps and graphics to accurately record the original location of the specimens. The report shall be submitted to the City of Moreno Valley prior to building final.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> NorCal Engineering, Geotechnical Investigation Proposed Warehouse Building Development Northeast Corner Alessandro Boulevard and Day Street Moreno Valley, California, <i>Technical Appendix D</i> 				

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<ol style="list-style-type: none"> 2. Brian F. Smith and Associates, Paleontological Assessment for the Moreno Valley Business Center Project, <i>Technical Appendix H</i> 3. Moreno Valley General Plan 2040 <ul style="list-style-type: none"> • Chapter 6 – Safety <ul style="list-style-type: none"> - Map S-1 – Fault Zones 3. Moreno Valley Municipal Code Section 8.20 – Moreno Valley Building Code 4. Moreno Valley Municipal Code Section 9.08.160 – Seismic Hazards 5. Moreno Valley Municipal Code Section 8.21.050 – Grading Permit Requirements 6. Moreno Valley Municipal Code Section 9.08.080 – Grading 7. Google Earth Pro, https://earth.google.com/web/ 				

VIII. GREENHOUSE GAS EMISSIONS – Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Response: A *Greenhouse Gas Analysis* (Urban Crossroads, 2021d) and a supplemental air quality and greenhouse gas analysis (Urban Crossroads, 2022a) was prepared for the Project by Urban Crossroads to quantify the greenhouse gas (GHG) emissions that would result from Project-related construction and operational activities. These reports are included as *Technical Appendix A3* and *Technical Appendix F* to this IS/MND and its findings are incorporated into the analysis presented herein.

While estimated Project-related GHG emissions can be calculated, the direct impacts of such emissions on Global Climate Change (GCC) and global warming cannot be determined on the basis of available science because global climate change is a global phenomenon and not limited to a specific locale such as the Project site and its immediate vicinity. Furthermore, there is no evidence that would indicate that the emissions from a project the size of the proposed Project could directly or indirectly affect the global climate. Because global climate change is the result of GHG emissions, and GHGs are emitted by innumerable sources worldwide, the proposed Project would not result in a direct impact to global climate change; rather, Project-related impacts to global climate change only could be potentially significant on a cumulative basis (Urban Crossroads, 2021d, p. 8). Therefore, the analysis below focuses on the Project’s potential to contribute to global climate change in a cumulatively-considerable way.

The City of Moreno Valley has not adopted a numerical threshold for determining the significance of GHG emissions; however, the City has discretion to select an appropriate significance criterion used by other agencies, based on substantial evidence (Urban Crossroads, 2021d, p. 39). Specifically, the City has selected to compare Project-related GHG emissions against the draft 10,000 metric tons of carbon dioxide equivalent (MTCO_{2e}) per year threshold recommended by SCAQMD staff for industrial projects against where SCAQMD is the lead agency. The industrial threshold utilized by SCAQMD is a widely accepted threshold used by numerous lead agencies in the South Coast Air Basin (SCAB) and was established based on the recommendations from California Air Pollution Control Officers Association (CAPCOA) contained in a report titled “CEQA and Climate Change” (dated January 2008), which serves as a resource for public agencies as they establish agency procedures for reviewing GHG emissions from projects under CEQA. The CAPCOA report provides three recommendations for evaluating a development project’s GHG emissions. When establishing their significance threshold, SCAQMD selected the CAPCOA non-zero approach which establishes a numerical threshold based on capture of approximately 90 percent of emissions from future development (Approach 2, Threshold 2.5) (CAPCOA, 2008, pp. 46-47). A 90 percent emission capture rate means that 90 percent of total emissions from all new or modified projects would be subject to evaluation under CEQA. Based on SCAQMD’s research of 1,297 major, industrial source point (i.e., stationary) emission sources in the SCAB, SCAQMD found that source point industrial facilities that generate at least 10,000 MTCO_{2e} per year produce approximately 90 percent of the carbon dioxide equivalent emissions in the SCAB per year. As such, SCAQMD established their significance criterion at 10,000 MTCO_{2e} as that threshold would capture 90 percent of total emissions from future industrial development in accordance with CAPCOA recommendations. If Project-related GHG emissions do not exceed the 10,000 MTCO_{2e} per year threshold, then Project-related GHG emissions would clearly have a less-than-significant impact. On the

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other hand, if Project-related GHG emissions exceed 10,000 MTCO₂e per year, the Project would be considered a substantial source of GHG emissions.

The Project's annual GHG emissions are summarized in Table 7, *Total Annual Project Greenhouse Gas Emissions*. The methodology used to calculate the Project's GHG emissions is described in detail in *Technical Appendices A3 and F*.

Table 7: Total Annual Project Greenhouse Gas Emissions

Emission Source	Emissions (MT/yr)			
	CO ₂	CH ₄	N ₂ O	Total CO ₂ e
Annual construction-related emissions amortized over 30 years	21.91	3.45E-03	0.00	22.23
Area Source	8.72E-03	2.00E-05	0.00	9.29E-03
Energy Source	479.64	0.03	0.01	482.22
Mobile Source (Passenger Cars)	317.91	7.07E-03	0.01	320.49
Mobile Source (Trucks)	1,265.26	0.01	0.18	1,319.11
TRUs				40.93
On-Site Equipment	50.79	0.02	0.00	51.20
Waste	31.39	1.85	0.00	77.76
Water Usage	99.91	1.25	0.03	140.07
Total CO₂e (All Sources)	2,454.00			

Source: (Urban Crossroads, 2022a, Table 9)

As shown in Table 7, the Project is estimated to generate approximately 2,454.00 MTCO₂e annually, which is less than the significance threshold of 10,000 MTCO₂e (Urban Crossroads, 2021d, p. 48). Because the Project's total annual GHG emissions would not exceed 10,000 MTCO₂e, the Project would not generate substantial GHG emissions – either directly or indirectly – that would have a significant impact on the environment. Impacts would be less than significant.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Response: The Project would comply with a number of regulations, policies, plans, and policy goals that would reduce GHG emissions, including the Assembly Bill 32 (AB 32), and Senate Bill 32 (SB 32), which are regulations applicable to the Project. For more information on these regulations as well as other state-wide plans, policies, and regulations associated with GHG emissions that are not applicable to the Project, refer to *Technical Appendix F* of this IS/MND.

On October 9, 2012, the Moreno Valley City Council approved an Energy Efficiency and Climate Action Strategy and related GHG analysis. The Energy Efficiency and Climate Action Strategy document identifies potential programs and policies to reduce overall City energy consumption and increase the use of renewable energy. The majority of the policies are directed at municipal operations of the City, but the document also contains recommended policies for the community at large (including private development projects). These recommended policies include but are not limited to: energy efficiency, water use reduction, trip reduction, solid waste diversion, and educational policies. The overall goal of the Energy Efficiency and Climate Action Strategy is to ensure that the City is consistent with and would not otherwise conflict with the provisions of AB 32. As demonstrated by the analysis below, the Project would not conflict with the provisions of SB 32, which as a successor to AB 32 requires more stringent GHG emissions reductions than AB 32, and, therefore, would not obstruct implementation of the components of the City's Energy Efficiency and Climate Action Strategy that are applicable to the Project.

Additionally, as part of the adoption of General Plan 2040, the City adopted a Climate Action Plan (CAP). The CAP establishes an inventory of the City's baseline (year 2018) GHG emissions, quantifies the City's long-term GHG emissions, and establishes the measures the City will implement – including

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<p>requirements for new development projects to be energy efficient – to achieve the year 2030 GHG emissions reduction goals of SB 32 as well as additional GHG emissions through the General Plan’s horizon year (2040). As demonstrated by the analysis below, the Project would not conflict with the provisions of SB 32, and, therefore, would neither conflict with the CAP nor hinder or delay the City’s ability to meet the GHG emissions reductions targets that are outlined in the CAP.</p> <p>In April 2015, Governor Edmund Brown Jr. signed Executive Order B-30-15, which advocated for a statewide GHG-reduction target of 40 percent below year 1990 levels by 2030 and 80 percent below 1990 levels by 2050. In September 2016, Governor Brown signed the Senate Bill (SB) 32. SB 32 formally established a statewide goal to reduce GHG emissions to 40 percent below year 1990 levels by 2030. To date, no statutes or regulations have been adopted to translate the year 2050 GHG reduction goal into comparable, scientifically-based statewide emission reduction targets.</p> <p>CARB identified measures in their 2017 Scoping Plan Update to identify the measures that would achieve the emissions reductions goals of SB 32. As explained in point-by-point detail in Section 3.9 of <i>Technical Appendix F</i> (refer to Table 3-9), the Project would not conflict with applicable measures of the 2017 Scoping Plan Update and would not preclude/obstruct implementation of the Scoping Plan Update (Urban Crossroads, 2021d, Table 3-9).</p> <p>According to research conducted by the Lawrence Berkeley National Laboratory and supported by the CARB, California, under its existing and proposed GHG reduction policies (i.e., CARB Scoping Plan), is on track to meet the year 2030 reduction targets established by SB 32 (Urban Crossroads, 2021d, p. 25). As described above, the Project would not conflict with or obstruct implementation of the CARB Scoping Plan; therefore, the Project would not interfere with the State’s ability to achieve the year 2030 GHG-reduction target established by SB 32.</p> <p>Rendering a significance determination for year 2050 GHG emissions relative to Executive Order (EO) B-30-15 would be speculative because EO B-30-15 establishes a goal more than three decades into the future; no agency with GHG subject matter expertise has adopted regulations to achieve these statewide goals at the project-level; and, available analytical models cannot presently quantify all project-related emissions in those future years. Further, due to the technological shifts anticipated and the unknown parameters of the regulatory framework in 2050, available GHG models and the corresponding technical analyses are subject to limitations for purposes of quantitatively estimating the Project’s emissions in 2050.</p> <p>As described above, the Project would not conflict with the State’s ability to achieve the State-wide GHG reduction mandates and would be consistent with applicable policies and plans related to GHG emissions reductions. Impacts would be less than significant.</p> <p>Sources:</p> <ol style="list-style-type: none"> 1. Urban Crossroads, 2021d, Moreno Valley Business Center Greenhouse Gas Analysis, <i>Technical Appendix F</i> 				
IX. HAZARDS AND HAZARDOUS MATERIALS – Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: A Phase I Environmental Site Assessment (ESA) was prepared for the Project site by SCS Engineers (SCS) and is included as <i>Technical Appendix G</i> to this IS/MND. As part of the Phase I ESA efforts, SCS conducted a visual inspection of the Project site, researched regulatory hazardous materials databases, and reviewed historical reference materials (including aerial photographs, topographic maps, and City of Moreno Valley directories); the findings of this research are incorporated into the analysis presented herein.</p>				

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<p><u>Existing Site Conditions Impacts</u></p> <p>Review of historical aerial photographs, City directories, and topographic maps, SCS determined the Project site was either undeveloped or residential use from at least 1938 through 2008 (SCS, 2019, p. iv). By 2008, all residential buildings and associated structures were removed, leaving behind only the concrete slab foundation (ibid.). There were no underground or aboveground storage tanks, hazardous substances, hazardous wastes, or drums found on the Project site (SCS, 2019, pp. 5-6). Two pad-mounted Southern California Edison (SCE) electrical transformers were noted on the northwest portion of the Project site; however, the observed transformers are not believed to contain high concentrations of polychlorinated biphenyls (PCBs) because SCE exclusively utilizes mineral oils as the insulating/cooling fluid for electrical transformers (SCS, 2019, p. 5). Based on a review of historic regulatory agency hazardous materials databases, historic site aerial photographs, and a reconnaissance of the Project site, SCS determined that the Project site does not contain any recognized environmental conditions (RECs) (SCS, 2019, p. 17). A REC is considered to be the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.</p> <p>A previous report by LOR Geotechnical Group (prepared in 2018) identified a groundwater monitoring well located on the eastern edge of the Project site, which was associated with contamination from an off-site former gasoline station. LOR reported concentrations of total petroleum hydrocarbons as gasoline (TPH-G), methyl tert-butyl ether (MtBE), and tert-butyl (tBA). The Santa Ana RWQCB closed this case in February 2019 after the completion of required vapor extraction activities. Based on the updated cases status, SCS considers the historical groundwater impacts to be a historical recognized environmental condition (HREC) that have been adequately remediated (SCS, 2019, pp. iv and 12).</p> <p>The Project site is located approximately 1.0-mile northwest of the former March Air Force Base where numerous releases of hazardous materials to the environment including contaminated groundwater and soil had occurred. Based on the regulatory oversight provided by federal and State regulatory agencies, distance from the Project site, and no groundwater plume associated with MAFB at the Project site, MAFB is not anticipated to have a significant environmental impact to the Project site (SCS, 2019, p. 14).</p> <p>Based on the foregoing analysis, the Project would not create significant hazard to the public or the environment through routine transport, use, or disposal of hazardous materials from the Project site under existing conditions. A less-than-significant impact would occur.</p> <p><u>Construction-Related Impacts</u></p> <p>Heavy equipment (e.g., dozers, excavators, tractors) would be operated on the subject property during construction of the Project. Heavy equipment is typically fueled and maintained by petroleum-based substances such as diesel fuel, gasoline, oil, and hydraulic fluid, which is considered hazardous if improperly stored or handled. In addition, materials such as paints, adhesives, solvents, and other substances typically used in building construction would be located on the Project site during construction. Improper use, storage, or transportation of hazardous materials can result in accidental releases or spills, potentially posing health risks to workers, the public, and the environment. This is a standard risk on all construction sites, and there would be no greater risk for improper handling, transportation, or spills associated with the proposed Project than would occur on any other similar construction site. Construction contractors would be required to comply with all applicable federal, State, and local laws and regulations regarding the transport, use, and storage of hazardous construction-related materials, including but not limited requirements imposed by the Environmental Protection Agency (EPA), California Department of Toxic Substances Control (DTSC), South Coast Air Quality Management District (SCAQMD), and Santa Ana Regional Water Quality Control Board (RWQCB). With mandatory compliance with applicable hazardous materials regulations, the Project would not create a significant hazard to the public or the environment through routine transport, use, or disposal of hazardous materials during the construction phase. Impacts would be less than significant.</p>				

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<p><u>Long-Term Operational Impacts</u></p> <p>The future building occupant(s) for the Project site are not yet identified; however, the Project is designed to house warehouse distribution occupants and it is possible that hazardous materials could be used during the course of a future building user's daily operations. State and federal Community-Right-to-Know laws allow the public access to information about the amounts and types of chemicals in use at local businesses. Laws also are in place that requires businesses to plan and prepare for possible chemical emergencies. Any business that occupies a building on the Project site and that handles hazardous materials (as defined in Section 25500 of California Health and Safety Code, Division 20, Chapter 6.95) will require a permit from the Moreno Valley Fire Department Hazardous Materials Division in order to register the business as a hazardous materials handler. Such businesses also are required to comply with California's Hazardous Materials Release Response Plans and Inventory Law, which requires immediate reporting to the County of Riverside Fire Department and the State Office of Emergency Services regarding any release or threatened release of a hazardous material, regardless of the amount handled by the business. In addition, any business handling at any one time, greater than 500 pounds of solid, 55 gallons of liquid, or 200 cubic feet of gaseous hazardous material, is required, under Assembly Bill 2185 (AB 2185), to file a Hazardous Materials Business Emergency Plan (HMBEP). A HMBEP is a written set of procedures and information created to help minimize the effects and extent of a release or threatened release of a hazardous material. The intent of the HMBEP is to satisfy federal and State Community Right-To-Know laws and to provide detailed information for use by emergency responders.</p> <p>If businesses that use or store hazardous materials occupy the Project, the business owners and operators would be required to comply with all applicable federal, state, and local regulations to ensure proper use, storage, use, emission, and disposal of hazardous substances (as described above). With mandatory regulatory compliance, the Project is not expected to pose a significant hazard to the public or the environment through the routine transport, use, storage, emission, or disposal of hazardous materials, nor would the Project increase the potential for accident conditions which could result in the release of hazardous materials into the environment.</p> <p>With mandatory regulatory compliance, potential hazardous materials impacts associated with long-term operation of the Project are determined to be less than significant and mitigation is not required.</p>				
<p>b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: Accidents involving hazardous materials that could pose a significant hazard to the public or the environment would be highly unlikely during the construction and long-term operation of the Project and are not reasonably foreseeable. As discussed above under Response IX(a), the transport, use, and handling of hazardous materials on the Project site during construction is a standard risk on all construction sites, and there would be no greater risk for upset and accidents than would occur on any other similar construction site. Upon buildout, the Project site would operate as a warehouse distribution center. Based on the operational characteristics of warehouse distribution centers, it is possible that hazardous materials could be used during the course of a future occupant's daily operations; however, as discussed above under Response IX(a), the Project Applicant would be required to comply with all applicable local, State, and federal regulations related to the transport, handling, and usage of hazardous material. Accordingly, impacts associated with the accidental release of hazardous materials would be less than significant during both construction and long-term operation of the Project and mitigation would not be required.</p>				
<p>c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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<p>Response: There are no schools located within 0.25-mile of the Project site (Google Earth Pro, 2020). Thus, the Project would not have a significant effect in emitting hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. No impact would occur.</p>				
<p>d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Phase I ESA (<i>Technical Appendix G</i> to this IS/MND) prepared for the Project site included a search of regulatory databases, including the California EPA's Regulated Site Portal, the Santa Ana RWQCB's Geotracker database, and DTSC's EnviroStor database. The Project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 (SCS, 2019, pp. 12-15). Accordingly, no impact would occur.</p>				
<p>e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project site is located approximately 1.0-mile northwest of the March Air Reserve Base / Inland Port Airport (MARB/IPA). Pursuant to the March Air Reserve Base Compatible Use Zone Study commissioned by the United States Air Force and as depicted on Map S-7, <i>Airport Compatibility Zones</i>, of the Moreno Valley General Plan, the Project site is not located within a zone subject to hazards related to air crashes (Moreno Valley, 2021a). According to the MARB/IPA Airport Land Use Compatibility Plan (ALUCP), the Project site is located in Compatibility Zone C1 (RCALUC, 2014, Map MA-1). Properties located in Zone C1 are subject to relatively high noise levels associated with aircraft operations, and noise-sensitive land uses such as schools, hospitals, and congregate care facilities are prohibited; however, uses not sensitive to airport-related noise – like the light industrial use proposed by the Project – are allowed within Zone C1 (RCALUC, 2014, Table MA-1). The warehouse building proposed by the Project would be no greater than 44 feet tall and does not include an air travel component (e.g., runway, helipad); therefore, implementation of the Project would not interfere with flight operations at the March Air Reserve Base. Furthermore, the Project was reviewed on April 8, 2021 by the Riverside County Airport Land Use Commission (ALUC), who determined the Project would not conflict with the MARB / Inland Port ALUCP (RCALUC, 2021). The Project would not result in safety hazards for people residing or working in the Project area. Impacts would be less than significant.</p>				
<p>f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project site does not contain any emergency facilities under existing conditions nor does it serve as an emergency evacuation route, so there is no potential for the Project to adversely affect an existing emergency response or evacuation plan. During construction and at Project buildout, the proposed Project would be required to maintain adequate emergency access for emergency vehicles as required by the City. As part of the City's discretionary review process, the City of Moreno Valley reviewed the Project to ensure that appropriate emergency ingress and egress would be available to-and-from the proposed warehouse building for public safety, and determined that the Project would not substantially impede emergency response times in the local area. Accordingly, implementation of the proposed Project would not impair implementation of or physically interfere with an adopted emergency response plan or an emergency evacuation plan, and no impact would occur.</p>				
<p>g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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Response: According to City of Moreno Valley General Plan 2040 FEIR Figure 4.18-2, *CAL FIRE Fire Threat Areas* the Project site is not located in an area of substantial or high fire risk (Moreno Valley, 2021b). Additionally, the California Department of Forestry and Fire Protection (CalFire) identifies the Project site as located in a Non-Very High Fire Hazard Severity Zone (CalFire, 2009). The Project site is located in an area that has been largely developed. No wildlands are located on or adjacent to the Project site and the Project site is largely disturbed or devoid of vegetation and surrounded on all sides by developed or maintained properties and paved roads. Thus, implementation of the proposed Project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands. No impact would occur.

- Sources:**
1. SCS Engineers, Phase I Environmental Site Assessment LDC Alessandro Business Park, Technical *Appendix G*
 2. Final Environmental Impact Report City of Moreno Valley General Plan 2040
 - Section 4.18 – Wildfire
 - Figure 4.18-2 – CAL FIRE Fire Threat Areas
 3. Google Earth Pro
 4. Moreno Valley General Plan 2040
 5. Riverside County Airport Land Use Commission, March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan, <http://www.rcaluc.org/Portals/13/17%20-%20Vol.%201%20March%20Air%20Reserve%20Base%20Final.pdf?ver=2016-08-15-145812-700>
 6. Riverside County Airport Land Use Commission, Airport Land Use Commission Meeting Minutes, April 8, 2021, <http://www.rcaluc.org/Portals/13/Minutes%204-8-21.pdf?ver=2021-05-13-160919-950>
 7. California Department of Forestry and Fire Protection (CalFire), https://osfm.fire.ca.gov/media/5917/moreno_valley.pdf
 8. Riverside County Airport Land Use Commission Development Review, dated May 21, 2020

X. HYDROLOGY AND WATER QUALITY – Would the project:

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Response: The Project Applicant would be required to comply with Section 402 of the Clean Water Act, which authorizes the National Pollution Discharge Elimination System (NPDES) permit program that covers point sources of pollution discharging to a water body. The NPDES program also requires operators of construction sites one-acre or larger to prepare a Storm Water Pollution Prevention Plan (SWPPP) and obtain authorization to discharge stormwater under an NPDES construction stormwater permit. The Project Applicant also would be required to comply with the California Porter-Cologne Water Quality Control Act (Section 13000 et seq., of the California Water Code), which requires that comprehensive water quality control plans be developed for all waters within the State of California. The Project site is located within the jurisdiction of the Santa Ana Regional Water Quality Control Board (RWQCB).

Construction-Related Impacts
 Construction of the proposed Project would involve clearing, grading, paving, utility installation, building construction, and landscaping activities. Construction activities would result in the generation of potential water quality pollutants such as silt, debris, chemicals, paints, and solvents, and other chemicals with the potential to adversely affect water quality. As such, short-term water quality impacts have the potential to occur during construction of the Project in the absence of any protective or avoidance measures.

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<p>Pursuant to the requirements of the Santa Ana RWQCB and the City Moreno Valley (Municipal Code Chapter 8.10 et seq. and Section 8.21.170), the Project Applicant would be required to obtain coverage under the State’s General Construction Storm Water Permit (NPDES Permit). The NPDES permit is required for all projects that include construction activities, such as clearing, soil stockpiling, grading, and/or excavation that disturb at least one (1) acre of total land area. In addition, the Project Applicant would be required to comply with the Santa Ana RWQCB’s <i>Santa Ana River Basin Water Quality Control Program</i>. Compliance with the NPDES permit and the <i>Santa Ana River Basin Water Quality Control Program</i> involves the preparation and implementation of a SWPPP for construction-related activities, including grading. The SWPPP will specify the Best Management Practices (BMPs) that the Project would be required to implement during construction activities to ensure that all potential pollutants of concern are prevented, minimized, and/or otherwise appropriately treated prior to being discharged from the subject property. Examples of BMPs that may be utilized during construction include, but are not limited to, sandbag barriers, geotextiles, storm drain inlet protection, sediment traps, rip rap soil stabilizers, and hydro-seeding. Mandatory compliance with the SWPPP would ensure that the Project’s construction does not violate any water quality standards or waste discharge requirements. Therefore, water quality impacts associated with construction activities would be less than significant and no mitigation measures would be required.</p>				
<p><u>Post-Development Water Quality Impacts</u> Stormwater pollutants commonly associated with the land use proposed by the Project include bacterial indicators, metals, and toxic organic compounds (Thienes Engineering, 2020, Table E.1).</p>				
<p>Pursuant to the Moreno Valley Municipal Code (Chapter 8.10 et seq. and Section 8.21.170), the Project Applicant would be required to implement a Water Quality Management Plan (WQMP) to demonstrate compliance with the City’s NPDES municipal stormwater permit, and to minimize the release of potential waterborne pollutants, including pollutants of concern for downstream receiving waters. The WQMP is a site-specific post-construction water quality management program designed to address the pollutants of concern of a development project via BMPs, implementation of which ensures the on-going protection of the watershed basin. The Project’s Preliminary WQMP, prepared by Thienes Engineering, is included as <i>Technical Appendix 11</i> appended to this IS/MND. As identified in Project’s Preliminary WQMP, the proposed Project is designed to include on-site, structural source control BMPs (including underground infiltration chambers) as well as operational source controls (including but not limited to: drainage system maintenance, storm drain system stenciling and signage, and implementation of minimal pesticide use) to minimize, prevent, and/or otherwise appropriately treat stormwater runoff flows before they are discharged from the site. Compliance with the WQMP would be required as a condition of Project approval pursuant to Municipal Code Chapter 8.10 and Municipal Code Section 8.21.170, and long-term maintenance of on-site BMPs would be required to ensure their long-term effectiveness. Therefore, water quality impacts associated with long-term operational activities would be less than significant.</p>				
<p>In addition to the WQMP, the NPDES program also requires certain land uses, including industrial land uses as proposed by the Project, to prepare a SWPPP for operational activities and to implement a long-term water quality sampling and monitoring program, unless an exemption has been granted. On April 1, 2014, the California State Water Resources Control Board adopted an updated new NPDES permit for stormwater discharge associated with industrial activities (referred to as the “Industrial General Permit”). The new Industrial General Permit, which is more stringent than the existing Industrial General Permit, became effective on July 1, 2015. Under the effective NPDES Industrial General Permit, the Project would be required to prepare a SWPPP for operational activities and implement a long-term water quality sampling and monitoring program or receive an exemption. Because the permit is dependent upon the operational activities of the buildings, and the Project’s future building occupants and their operations are not known at this time, details of the SWPPP (including BMPs) or potential exemption to the SWPPP operational activities requirement cannot be determined at this time. However, based on the requirements of the NPDES Industrial General Permit, it is anticipated that the Project’s mandatory compliance with all applicable regulations would further reduce potential water quality impacts during long-term operation.</p>				

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Based on the foregoing analysis, the Project would not violate any water quality standards or waste discharge requirements during long-term operation. Impacts would be less than significant.				
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project Applicant does not propose the use of any wells or other groundwater extraction activities on the Project site. Therefore, the Project would not directly extract groundwater resources. Accordingly, implementation of the proposed Project has no potential to substantially deplete or decrease groundwater supplies and the Project’s impact to groundwater supplies would be less than significant.</p> <p>Development of the Project would increase impervious surface coverage on the property, which would reduce the amount of water percolating down into the underground aquifer that underlies the Project site and a majority of the City. However, and as noted in the City’s General Plan EIR, the impact of an incremental reduction in groundwater would not be significant as domestic water supplies are not reliant on groundwater as a primary source (Moreno Valley, 2021b, p.4.10-15). Additionally, water captured by the proposed Project’s infiltration chambers and landscaped areas would have the opportunity to percolate into the ground. With buildout of the Project, the local groundwater levels would not be substantially adversely affected. Accordingly, buildout of the Project would not interfere substantially with groundwater recharge.</p> <p>For the reasons stated above, the Project would neither substantially deplete groundwater supplies nor interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level. Impacts would be less than significant.</p>				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) Result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: Under existing conditions, the Project site is divided into two drainage zones. Runoff from the northwestern portion of the site sheet flows southwest onto Day Street and the remaining runoff from the southeastern portion of the site sheet flows in a southerly direction onto Alessandro Boulevard (Thienes Engineering, 2021).</p> <p>The Project would mass grade the entire property and construct one light industrial building and associated improvements, which would change the site’s existing ground contours and alter the existing drainage patterns interior to the Project site. Upon buildout of the Project, stormwater flow generated on the Project site would be discharged into a new underground storm drain pipe and would no longer be discharged as surface flow Day Street and Alessandro Boulevard (Thienes Engineering, 2021).</p> <p>Although the Project would alter the subject property’s drainage patterns, such changes would not result in substantial erosion or siltation on- or off-site. Under post-development conditions, a majority of the site would be covered with impervious surfaces and, therefore, the amount of exposed soils on the Project site would be minimal. Also, as discussed under Response X(a), the Project would construct an integrated storm drain system on-site with BMPs to minimize the amount of water-borne pollutants carried from the Project site. The BMPs proposed by the Project, including a truck court and underground infiltration chambers are highly effective at removing sediment from stormwater runoff flows (Thienes Engineering, 2020, p. 18). Therefore, stormwater runoff flows leaving the Project site would not carry substantial amounts of sediment. Once stormwater runoff leaves the Project site, it would be discharged to an underground storm drain system that terminates with a controlled flow discharge device (“bubbler”) within an existing drainage swale. Because stormwater runoff from the Project site would be discharged with a relatively low flow rate within an existing drainage facility, there is no potential for the Project’s stormwater runoff to result in substantial erosion as it leaves the Project site. Accordingly,</p>				

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implementation of the Project would not result in substantial erosion or siltation on- site or off-site, and a less-than-significant impact would occur.				
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: Proposed grading and earthwork activities on the Project site would alter the site's existing drainage patterns but would not substantially alter the drainage pattern of the local area, as flows would continue to travel westerly within Alessandro Boulevard with implementation of the Project (although with the Project, flows from the Project site would travel beneath Alessandro Boulevard within a new storm drain while existing flows travel along Alessandro Boulevard as surface sheet flow. Under long-term development conditions, and with on-site detention during peak storm events, runoff flows discharged from the Project site would be equal to existing conditions (for the 2-year storm event) or less than existing conditions (for the 10-year and 100-year storm events, respectively) (Thienes Engineering, 2021, p. 7). Accordingly, implementation of the Project would not substantially increase the rate or amount of surface water runoff discharged from the site in a manner that would result in flooding on- or off-site. Impacts would be less than significant.</p>				
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project's storm drain system would be sized and designed in accordance with the area's master drainage plan to ensure that off-site flows that are conveyed through the Project site and flows originating off-site are discharged from the site at a volume and rate that can be accommodated by existing and planned downstream storm drain facilities (Thienes Engineering, 2021, p. 7).</p> <p>As discussed under Response X(a), the Project Applicant would be required to comply with a future SWPPP and the Project's WQMP (<i>Technical Appendix 11</i>), which identify required BMPs to be incorporated into the Project to ensure that near-term construction activities and long-term post-development activities of the proposed Project would not result in substantial amounts of polluted runoff. Therefore, with mandatory compliance with the Project's SWPPP and WQMP, the proposed Project would not create or contribute substantial additional sources of polluted runoff, and impacts would be less than significant.</p>				
iv) Impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: According to Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) No. 06065C0745G, the Project site is located within "Zone X (unshaded)", which are areas with a 0.2% chance of annual flood (FEMA, 2008). The Zone X (unshaded) designation is considered to be an area of minimal flood hazard and is not considered a special flood hazard area. Accordingly, the Project site is not expected to be inundated by flood flows during the lifetime of the Project and the Project would not impede flood flows. No impact would occur.</p>				
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Pacific Ocean is located approximately 40 miles southwest of the Project site (Google Earth Pro, 2020); consequently, there is no potential for the Project site to be impacted by a tsunami as tsunamis typically only reach up to a few miles inland. The nearest large body of water to the Project site is Lake Perris, which is located approximately 6.0 miles southeast of the Project site and too far from the site to inundate the site in the event of a seiche. According to City of Moreno Valley General Plan FEIR Figure 4.10-3, <i>FEMA Floodplains and Floodways</i>, the Project site is not located in an identified inundation area (Moreno Valley, 2021b); therefore, risk of inundation by dam failure is low. Additionally, there are no levees in the vicinity of the Project site. No impact would occur.</p>				

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e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project site is located within the Santa Ana River Basin and Project-related construction and operational activities would be required to comply with the Santa Ana RWQCB's <i>Santa Ana River Basin Water Quality Control Plan</i> by preparing and adhering to a SWPPP and WQMP. Implementation of the Project would not conflict with or obstruct the Santa Ana River Basin Water Quality Control Plan and impacts would be less than significant.</p> <p>Additionally, as discussed under Response X(a) above, the Project would not substantially decrease groundwater supplies nor interfere substantially with groundwater recharge and, therefore, is not expected to conflict with or obstruct a sustainable groundwater management plan. Further, BSMWC produces potable groundwater from the San Bernardino – Riverside Groundwater Basin – South, which is an adjudicated basin (DWR, n.d.). Adjudicated basins are exempt from the 2014 Sustainable Groundwater Management Act (SGMA) requirement to develop Groundwater Sustainability Plan because such basins already operate under a court-ordered water management plan to ensure their long-term sustainability. No component of the Project would obstruct with or prevent implementation of the management plan for the San Bernardino – Riverside Groundwater Basin – South. As such, the Project's construction and operation would not conflict with any sustainable groundwater management plan. Impacts would be less than significant.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Thienes Engineering, 2020a, Preliminary Hydrology Calculations, <i>Technical Appendix I1</i> 2. Thienes Engineering, 2020b, Project-Specific Water Quality Management Plan, <i>Technical Appendix I2</i> 3. Federal Emergency Management Agency (FEMA) – Flood Map Service Center: Flood Insurance Rate Map No. 06065C0745G, https://msc.fema.gov/portal/home 4. Final Environmental Impact Report City of Moreno Valley General Plan 2040 <ul style="list-style-type: none"> • Section 4.10 – Hydrology/Water Quality <ul style="list-style-type: none"> - Figure 4.10-3 – FEMA Floodplains and Floodway 5. Google Earth Pro 6. Department of Water Resources, Adjudicated Basins Annual Reporting, https://sgma.water.ca.gov/webgis/index.jsp?appid=adjbasin 				
<p>XI. LAND USE AND PLANNING – Would the project:</p>				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: Development of the Project would not physically disrupt or divide the arrangement of an established community. Under existing conditions, the Project site is bordered by Sherman Avenue to the north; Day Street to the west; Alessandro Boulevard to the south; and several residential homes to the east. The homes to the east are separated from the site by existing fencing. Accordingly, the Project would not physically divide an established community because the site is already physically separated from abutting properties. Furthermore, the Project site is not needed for access to any surrounding properties and development of the Project would not isolate an existing surrounding use. No impact would occur.</p>				
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project would develop the subject property in accordance with its underlying General Plan land use and zoning designations and would comply with all applicable policies contained in the General Plan as well as all applicable zoning regulations/development standards contained in the Municipal Code. Because the Project would have no conflict with the General Plan and/or zoning regulations, no significant environmental impact would occur from such a conflict. As disclosed throughout this IS/MND, all Project impacts would be reduced to less than significant levels after</p>				

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>mitigation; therefore, there is no potential for the Project to cause a significant environmental impact due to a conflict with any goals, objectives, and policies of applicable land use plans, including the SCAQMD's AQMP (there would be no conflict after mitigation, as discussed in Response III(a)), SCAG's <i>Connect SoCal 2020-2045 RTP/SCS</i>, and SCAG's <i>Regional Comprehensive Plan</i>. Impacts would be less than significant.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Moreno Valley Zoning Map, https://www.moval.org/city_hall/general-plan2040/NewZoning.pdf 2. Moreno Valley Adopted Land Use Map, https://www.moval.org/city_hall/general-plan2040/GP-LandUseMap.pdf 3. Google Earth Pro 				
<p>XII. MINERAL RESOURCES – Would the project:</p>				
<p>a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project site is not located within an area known to be underlain by regionally- or locally-important mineral resources (Moreno Valley, 2021b, p. 4.12-4). Implementation of the proposed Project would not result in the loss of availability of a known mineral resource that would be of value to the region or the residents of the State of California. In addition, the City's General Plan EIR does not identify any locally-important mineral resource recovery sites on-site or within proximity to the Project site (Moreno Valley, 2021b, p. 4.12-4). Accordingly, no impact would occur.</p>				
<p>b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: Refer to Response XII(a), above. Implementation of the proposed Project would not result in the loss of a locally-important mineral resource recovery site. No impact would occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Final Environmental Impact Report City of Moreno Valley General Plan 2040 <ul style="list-style-type: none"> • Section 4.12 – Mineral Resources 				
<p>XIII. NOISE – Would the project result in:</p>				
<p>a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: A <i>Noise Impact Analysis</i> (Urban Crossroads, 2021e) was prepared for the Project by Urban Crossroads to evaluate Project-related long-term operational and short-term construction noise impacts. Additionally, Urban Crossroads prepared a supplemental noise analysis (Urban Crossroads, 2022c) to evaluate short-term impacts from the construction of the Project's off-site improvements. These reports are included as <i>Technical Appendices J1</i> and <i>J2</i> to this IS/MND and their findings are incorporated into the analysis presented herein.</p>				
<p>The analysis presented below summarizes the Project's potential construction noise levels and operational noise levels. The detailed noise calculations for the analysis presented here are provided in Appendices 7.1 and 8.1 of <i>Technical Appendix J1</i>.</p>				

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ISSUES & SUPPORTING INFORMATION SOURCES:

Potentially Significant Impact

Less Than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

Construction Noise Impact Analysis

Construction activities on the Project site would create temporary periods of noise when heavy construction equipment is in operation and would cause a short-term increase in ambient noise levels. Maximum daytime construction noise levels at representative sensitive receptor locations near the Project site are summarized in Table 8, *Daytime Construction Equipment Noise Level Summary*. Exhibit 8-A of the *Noise Impact Analysis* (included as *Technical Appendix J1* to this IS/MND) illustrate the receptor locations for this analysis.

Table 8: Daytime Construction Equipment Noise Level Summary

Receiver Location ¹	Construction Noise Levels (dBA L _{eq})					
	Site Preparation	Grading	Building Construction	Paving	Architectural Coating	Highest Levels ²
R1	63.7	61.9	60.0	59.6	53.6	63.7
R2	65.0	63.2	61.3	60.9	54.9	65.0
R3	67.2	65.4	63.5	63.1	57.1	67.2
R4	62.0	60.2	58.3	57.9	51.9	62.0
at 200'	62.3	60.5	58.6	58.2	52.2	62.3

Source: (Urban Crossroads, 2021e, Table 8-2)

¹ Noise receiver locations are shown on Exhibit 8-A of *Technical Appendix J1*.

² Highest construction noise level calculations based on distance from the construction noise source activity to the nearest receiver locations as shown on Table 9. CadnaA construction noise model inputs are included in Appendix 8.1 of *Technical Appendix J1*.

As shown on Table 8, daytime construction noise levels at the Project Site are expected to range from 62.0 to 67.2 A-weighted decibels (dBA) equivalent sound level (L_{eq}) at nearby receiver locations and 62.3 dBA L_{eq} at 200 feet from the Project site. Pursuant to Moreno Valley Municipal Code Section 11.80.030(C), a significant impact would occur if Project construction activities were to generate daytime noise levels of 65.0 dBA L_{eq} or higher when measured at 200 feet from the Project site boundary. Because Project construction activities would only result in noise levels of 62.3 dBA L_{eq} or less at a distance of 200 feet from the Project site, construction activities on the Project site would not exceed the standard established by the Moreno Valley Municipal Code. Construction of the Project's off-site improvements would result in noise levels of 63.3 dBA L_{eq} or less at a distance of 200 feet from the work area and would not exceed the standard established by the Moreno Valley Municipal Code (Urban Crossroads, 2022c, p. 3). Impacts during daytime construction activities would be less than significant.

There is the potential that specific construction activities (i.e., concrete pouring) could occur on the Project site outside of the construction hours permitted by right in the Municipal Code. Pursuant to Municipal Code Section 11.80.030(D)(7), the City of Moreno Valley would be required to approve any nighttime construction activities. If nighttime construction activities were to occur, noise levels above 60 dBA L_{eq} at a distance of 200 feet from the Project site would exceed the standards established in the City's Municipal Code (Section 11.80.030(C)). The only Project construction activities that have a reasonable potential to occur during nighttime hours are concrete pouring. Noise levels for nighttime concrete pouring are listed in Table 10 below.

As shown in Table 9, nighttime concrete pouring activities would not exceed 63.1 dBA L_{eq} at the nearby sensitive receiver locations or 58.2 dBA L_{eq} at a distance of 200 feet from the Project site. Because potential nighttime concrete pouring activities would not exceed 60 dBA L_{eq} at a distance of 200 feet from the Project site, Project construction would not exceed the standard established by the Moreno Valley Municipal Code. Impacts during nighttime construction activities would be less than significant.

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ISSUES & SUPPORTING INFORMATION SOURCES:

Potentially Significant Impact

Less Than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

Table 9: Nighttime Construction Equipment Noise Level Summary

Receiver Location ¹	Construction Noise Levels (dBA L _{eq})		
	Paving Construction ²	Nighttime Construction Standard ³	Threshold Exceeded? ⁴
R1	59.6	--	No
R2	60.9	--	No ⁵
R3	63.1	--	No ⁵
R4	57.9	60	No
at 200'	58.2	60	No

Source: (Urban Crossroads, 2021e, Table 8-3)

¹ Noise receiver locations are shown on Exhibit 8-A of *Technical Appendix J*.

² Highest construction noise level calculations based on distance from the construction noise source activity to the nearest receiver locations as shown on Table 8-4 of *Technical Appendix J1*.

³ Per Moreno Valley Municipal Code Section 11.80.030(C), noise standard is applicable at a distance of 200 feet or farther.

⁴ Do the estimated Project construction noise levels exceed the construction noise level threshold?

⁵ Receiver location is less than 200 feet.

Operational Noise Impact Analysis

Stationary (on-site) noise sources associated with long-term Project operation are expected to include idling trucks, delivery truck and automobile parking, delivery truck backup alarms, roof-mounted equipment (e.g., heating/ventilation equipment), as well as noise associated with the loading and unloading of dry goods. The daytime and nighttime stationary maximum noise levels associated with Project operation at nearby sensitive receptor locations (the same receptor locations used for the construction analysis, above) and at a distance of 200 feet from the Project site are summarized in Table 10, *Operational Noise Level Compliance*.

Table 10: Operational Noise Level Compliance

Receiver Location ¹	Project Operational Noise Levels (dBA L _{eq}) ²		Noise Level Standards (dBA L _{eq}) ³		Noise Level Standards Exceeded? ⁴	
	Daytime	Nighttime	Daytime	Nighttime	Daytime	Nighttime
R1	48.4	48.1	65	60	No	No
R2	34.7	33.8	65	60	No	No
R3	38.3	36.8	65	60	No	No
R4	59.6	59.6	65	60	No	No
at 200'	57.9	57.9	65	60	No	No

Source: (Urban Crossroads, 2021e, Table 7-5)

¹ See Exhibit 7-A of *Technical Appendix J1* for the receiver locations.

² Proposed Project operational noise levels as shown on Tables 7-3 and 7-4 of *Technical Appendix J1*.

³ Exterior noise level standards for source (commercial) land use per Moreno Valley Municipal Code Section 11.80.030(C)..

⁴ Do the estimated Project operational noise source activities exceed the noise level standards?

"Daytime" = 8:00 a.m. - 10:00 p.m.; "Nighttime" = 10:01 p.m. - 7:59 a.m.

Table 10 shows the operational noise levels associated with proposed Project would comply with the City of Moreno Valley 65 dBA L_{eq} daytime and 60 dBA L_{eq} nighttime exterior noise level standards at a distance of 200 feet from the Project site. The Project's operational noise would contribute up to 0.4 dBA L_{eq} and 1.1 dBA L_{eq} to the existing daytime and nighttime ambient noise environment, respectively, in the Project area which is not considered to be a substantial increase (Urban Crossroads, 2021e, pp. 38-39). Based on the foregoing analysis, operation of the Project would not result in a substantial permanent increase in ambient noise levels in the vicinity of the Project in excess of applicable City of Moreno Valley standards. Impacts would be less than significant.

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Response: The analysis presented below demonstrates that implementation of the Project would not generate excessive groundborne vibration or groundborne noise levels.

Construction Analysis

Construction activities on the Project site would utilize construction equipment that has the potential to generate vibration. Table 11, *Construction Equipment Vibration Levels*, below, summarizes Project construction vibration levels at the modeled receiver locations. As shown in Table 12, all receiver locations in the vicinity of the Project site would be exposed to vibration levels that fall below the City of Moreno Valley’s significance threshold at all receiver locations. Accordingly, Project construction would not generate temporary, excessive groundborne vibration or noise levels and a less than significant impact would occur.

Table 11: Construction Equipment Vibration Levels

Receiver Location ¹	Distance to Construction Activity (Feet)	Receiver Vibration Levels (VdB) ²					Threshold VdB ³	Threshold Exceeded? ⁴
		Small Bulldozer	Jack-hammer	Loaded Trucks	Large Bulldozer	Highest Vibration Levels		
R1	168'	33.3	54.2	61.2	62.2	62.2	78	No
R2	122'	37.3	58.3	65.3	66.3	66.3	78	No
R3	105'	39.3	60.3	67.3	68.3	68.3	78	No
R4	232'	29.0	50.0	57.0	58.0	58.0	78	No
at 200'	200'	30.9	51.9	58.9	59.9	59.9	78	No

Source: (Urban Crossroads, 2021e, Table 8-5)

¹ Noise receiver locations are shown on Exhibit 8-A of *Technical Appendix J1*.

² Based on the Vibration Source Levels of Construction Equipment included on Table 8-4 of *Technical Appendix J1*.

³ FTA Transit Noise and Vibration Impact Assessment maximum acceptable vibration criteria as shown on Table 4-1 of *Technical Appendix J1*.

⁴ Does the vibration level exceed the maximum acceptable vibration threshold?

Operational Analysis

Under long-term conditions, the proposed Project would not include nor require equipment, facilities, or activities that would result in substantial or perceptible groundborne vibration. Trucks would travel to-and-from the Project site during long-term operation; however, vibration levels for heavy trucks operating at low-to-normal speeds on smooth, paved surfaces – as is expected on the Project site and along surrounding roadways – typically do not exceed 65 VdB. Truck deliveries transiting on-site would travel at very low speeds, so it is expected long-term operations at the Project site would not exceed the City’s allowable levels. Accordingly, long-term operation of the Project would not expose persons to or generate excessive groundborne vibration or groundborne noise levels, and a less-than-significant impact would occur.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Response: The Project site is located approximately 1.0-mile northwest of the MARB/IPA. Based on the ALUCP for the MARB/IPA, the Project is located within the Airport’s 60 dBA CNEL noise level contours (RCALUC, 2014, Map MA-4), which represents an area subjected to moderate airport noise. The light industrial land uses proposed by the Project are not sensitive to moderate airport noise and do not conflict with the ALUCP (RCALUC, 2014, Table MA-1 and Table MA-2). Accordingly, the proposed Project would not expose people residing or working the Project area to excessive noise levels from a public airport; therefore, impacts would be less-than-significant.

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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- Sources:**
1. Moreno Valley General Plan 2040
 - Chapter 7 – Noise Element
 - Map N-3 – Future Noise Contours
 2. Final Environmental Impact Report City of Moreno Valley General Plan 2040
 - Section 4.13 – Noise
 - Figure 413-3– March Air Reserve Base Noise Contours
 3. Moreno Valley Municipal Code Chapter 11.80 Noise Regulations
 4. Urban Crossroads, 2021e, Moreno Valley Business Center Noise Impact Analysis, *Technical Appendix J1*
 5. Urban Crossroads, 2022c, Moreno Valley Business Center Off-Site Improvements Noise Assessment, *Technical Appendix J2*

XIV. POPULATION AND HOUSING – Would the project:

a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of road or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Response: The proposed Project would result in development of the subject property with industrial land uses that would add employment opportunities to the area. It is anticipated that the employment base for both the construction and operational phases of the Project would come from the existing population in the Inland Empire, which comprises western Riverside County and southwestern San Bernardino County. According to the Bureau of Labor Statistics, the Riverside-San Bernardino-Ontario region’s civilian labor force contains approximately 2,071,914 persons with approximately 1,908,605 people employed and an unemployment rate of approximately 8% (approximately 163,309 persons) (USBLS, 2020). Accordingly, the Project region already contains an ample supply of potential employees under existing conditions and the Project’s labor demand is not expected to draw substantial numbers of new residents to the area. Furthermore, approximately 86% of City of Moreno Valley residents commute outside of the City for work (SCAG, 2019, p. 21); therefore, the Project would provide job opportunities closer to home for existing and future Moreno Valley residents.

There are no components of the Project that would reasonably result in indirect or unplanned population growth because the surrounding area is mostly developed under existing conditions or approved for development. The Project would install new/expanded infrastructure; however, this infrastructure would either be master-planned facilities (meaning the facilities would be installed with or without the Project), upgrades to existing facilities that are needed to correct service deficiencies (meaning that the quality of existing service would improve but no additional system capacity would be added), or would be private facilities for the sole use of the Project (meaning they would not be available for general public use). Accordingly, no significant indirect impacts associated with population growth would result from any Project-related improvements because the Project and its required improvements would not induce substantial growth on surrounding properties.

Based on the foregoing analysis, neither the Project nor any Project-related component would result in substantial, direct, or indirect population growth that would cause a significant direct or indirect impact to the environment. This impact is less than significant.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Response: The Project site does not contain any residential structures and no people live on the site under existing conditions. Accordingly, implementation of the Project would not displace substantial numbers of existing housing or people and would not necessitate the construction of replacement housing elsewhere. No impact would occur.

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>Sources:</p> <ol style="list-style-type: none"> 1. Google Earth Pro 2. Southern California Association of Governments (SCAG) – Profile of the City of Moreno Valley, https://www.scag.ca.gov/Documents/MorenoValley.pdf 3. United States Bureau of Labor Statistics – Riverside-San Bernardino-Ontario, CA Economy at a Glance on October 2020, https://www.bls.gov/eag/eag.ca_riverside_msa.htm#eag_ca_riverside_msa.f.p 				
<p>XV. PUBLIC SERVICES – Would the project:</p>				
<p>a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:</p>				
i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: Fire protection services to the Project site are provided by the Moreno Valley Fire Department (MVFD). The Project site is served by the Towngate Fire Station (Station No. 6) located at 22250 Eucalyptus Avenue, approximately 1.4 roadway miles to the north of the Project site. Based on the Project site’s proximity to existing fire protection facilities, the Project is expected to be adequately served by existing fire protection services, and no new or expanded facilities would be required. The Project Applicant is required to comply with the provisions of the City of Moreno Valley’s Development Impact Fee (DIF) Ordinance (Ordinance No. 695), which requires a fee payment that the City applies to the funding of fire protection facilities. The City will collect DIF from the Project Applicant at the time of building permit issuance (based on building square footage). The Project’s payment of DIF, as well as increased tax revenues that would result from development of the Project, would be used by the City to help pay for fire protection services and other public services.</p> <p>The Project would incorporate fire prevention and fire suppression design features to minimize the potential demand placed on the MVFD. The proposed warehouse distribution building would be of concrete tilt-up construction. Concrete is non-flammable and concrete tilt-up buildings have a lower fire hazard risk than wood-frame construction. The Project also would install fire hydrants on-site and would provide paved primary and secondary emergency access to the Project site to support the MVFD in the event fire suppression activities are needed on-site. Lastly, the proposed warehouse distribution building would be equipped with fire sprinklers in accordance with the California and Moreno Valley building codes. Based on its size and scale, the proposed building would likely feature Early Suppression, Fast Response (ESFR) ceiling mounted fire sprinklers (or a comparable fire suppression system) that exceed the fire protection of traditional sprinkler systems. ESFR high output, high volume systems are located in ceiling spaces as with conventional fire sprinkler systems, but they incorporate large, high-volume, high-pressure heads to provide the necessary fire protection for industrial buildings that may contain high-piled storage. While most other sprinklers are intended to control the growth of a fire, an ESFR sprinkler system is designed to suppress a fire. To suppress a fire does not necessarily mean it will extinguish the fire but rather it is meant to "knock" the fire back down to its source, making it more manageable for the MVFD to extinguish.</p> <p>Based on the foregoing, the Project incorporates several design features to minimize fire hazards. Additionally, the Project would receive adequate fire protection service and would not result in the need for new or physically altered fire protection facilities and the Project Applicant would pay DIF and the Project would generate other revenues (e.g., tax) that would help offset the Project’s demand for fire protection services. Impacts to fire protection facilities would be less than significant.</p>				
ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project would introduce a new building structure and employees to the Project site, which would result in an incremental increase in demand for police protection services, but is not anticipated to require or result in the construction of new or physically altered police facilities. Furthermore, prior to the issuance of building permits, the Project Applicant would be required to comply</p>				

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<p>with the provisions of Moreno Valley’s Development Impact Fee (DIF) Ordinance (Ordinance No. 695). This ordinance requires a fee payment that the City applies to the funding of public facilities, including police protection facilities. The City will collect the Project’s DIF share from the Project Applicant at the time of building permit issuance (based on building square footage). The Project’s payment of DIF fees, as well as increased tax revenues that would result from development of the Project, would be used by the City to help pay for police protection services and other public services. Based on the foregoing, the proposed Project would receive adequate police protection service, and would not result in the need for new or physically altered police protection facilities. Impacts to police protection facilities would therefore be less than significant.</p>				
<p>iii) Schools?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: Implementation of the Project would not create a direct demand for public school services, as the subject property would contain non-residential uses and would not generate any school-aged children requiring public education. The addition of employment-generating uses on the Project site would assist the City in achieving its goal to provide a better jobs/housing balance within the City and the larger western Riverside County region; therefore, the proposed Project is not expected to draw a substantial number of new residents to the region and would therefore not indirectly generate school-aged students requiring public education. Because the proposed Project would not directly generate students and is not expected to indirectly draw students to the area, the proposed Project would not cause or contribute to a need to construct new or physically altered public school facilities. Although the Project would not create a demand for additional public school services, the Project Applicant would be required to contribute development impact fees to the Moreno Valley Unified School District in compliance with California Senate Bill 50 (Greene), which allows school districts to collect fees from new developments to offset the costs associated with increasing school capacity needs. Mandatory payment of school fees would be required prior to the issuance of building permits. Impacts to public schools would be less than significant.</p>				
<p>iv) Parks?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As discussed under Responses XVI(a) and XVI(b) below, the Project would not create a demand for public park facilities and would not result in the need to modify existing or construct new park facilities. Accordingly, implementation of the Project would not adversely affect any park facility. Thus, no impact would occur.</p>				
<p>v) Other public facilities?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project is not expected to result in a demand for other public facilities/services, including libraries, community recreation centers, post offices, and/or animal shelters. As such, implementation of the Project would not adversely affect other public facilities or require the construction of new or modified public facilities and no impact would occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Moreno Valley Fire Department – Strategic Plan 2012-2022 2. California Legislative Information – Senate Bill 50 (Greene), Approved August 27, 1998, http://www.leginfo.ca.gov/pub/97-98/bill/sen/sb_0001-0050/sb_50_bill_19980827_chaptered.html 3. Google Earth Pro 4. City of Moreno Valley Municipal Code <ul style="list-style-type: none"> • Chapter 3.42 “Commercial and Industrial Development Impact Fees” – Ordinance 695 				
<p>XVI. RECREATION – Would the project:</p>				
<p>a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>Response: The Project would develop the subject property with industrial land uses. The Project does not propose any type of residential use or other land use that may generate a population that would increase the use of existing neighborhood and regional parks or other recreational facilities. Accordingly, implementation of the proposed Project would not result in the increased use or substantial physical deterioration of an existing neighborhood or regional park, thus, no impact would occur.</p>				
<p>b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which have an adverse physical effect on the environment?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project does not propose to construct any new on- or off-site recreation facilities. Additionally, the Project would not expand any existing off-site recreational facilities. Therefore, environmental effects related to the construction or expansion of recreational facilities would not occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Project Application Materials – Site Plan 				
<p>XVII. TRANSPORTATION – Would the project:</p>				
<p>a) Conflict with program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: Pursuant to the City of Moreno Valley’s policy, as documented in their <u>Transportation Impact Analysis Preparation Guide for Vehicle Miles Traveled and Level of Service Assessment</u> (June 2020), the City utilizes an accepted screening threshold in the transportation engineering industry (i.e., 100 two-way peak hour trips, both actual and PCE trips) to determine whether a development project has the potential to result in substantial adverse effects on the circulation system (Moreno Valley, 2020, p. 3). When a development project would generate more than 100 peak hour trips, the City considers that project to be a contributor of substantial traffic to local roadways and requires additional analysis to determine whether the traffic generated by that development project would conflict with City plans, ordinances, and/or policies related to the circulation system. However, where there are no unique circumstances that suggest unacceptable traffic conditions – such as an existing safety problem or substandard operations at nearby intersection or street – and a development project contributes less than 100 peak hour trips, the City has determined that such projects would clearly have a less-than-significant impact to plans, ordinances, and policies addressing the circulation system.</p> <p>The Project is calculated to generate a maximum of 31 trips during the morning peak hour and 33 trips during the evening peak hour (Urban Crossroads, 2021f, Table 4). When weighted for “passenger car equivalent” (PCE), which converts all classifications of vehicles – including heavy trucks with multiple axles – to a single metric, the Project is calculated to generate 38 trips during the morning peak hour and 44 trips during the evening peak hour (ibid.). The City has reviewed the Project’s design proposal and reviewed traffic operations in the surrounding area and determined that: 1) the Project would not introduce any design features that would create an unsafe or adverse traffic condition in the area; 2) there are no existing safety problems in the Project vicinity; and 3) there are no substandard traffic facilities in the Project area.</p> <p>In addition, the Project would not conflict with applicable objectives from the Moreno Valley General Plan Circulation Element, including Policies C.2-3, C.2-5, C.2-7, C.3-4, C.3-6, and C.4-4. In addition, Project would not conflict with the City’s Bicycle Master Plan nor with the vehicular and non-vehicular goals from SCAG’s 2016-2040 RTP/SCS, including goals to: 1) maximize mobility and accessibility for all people and goods in the region; 2) ensure travel safety and reliability for all people and goods in the region; 3) preserve and ensure a sustainable regional transportation system; 4) protect the environment and health of residents by improving air quality and encouraging active transportation; and 5) encouraging land use and growth patterns that facilitate transit and active transportation.</p>				

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Based on the foregoing analysis, the City determines that the Project would not conflict with applicable plans, ordinances, or policies addressing the circulation system and impacts would be less than significant.				
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: SB 743, which approved in 2013, was intended to change the way transportation impacts are determined according to CEQA. Updates to the CEQA Guidelines that were adopted in December 2018 included the addition of CEQA Guidelines Section 15064.3, of which Subdivision “b” establishes criteria for evaluating a project’s transportation impacts based on project type and using automobile VMT as the metric. As a component of OPR’s revisions to the CEQA Guidelines, lead agencies were required to adopt VMT thresholds of significance by July 1, 2020. The City of Moreno Valley adopted its <u>Transportation Impact Analysis Preparation Guide for Vehicle Miles Traveled and Level of Service Assessment</u> in June 2020, which is used in this analysis to determine the significance of Project-related VMT.</p> <p>The Project’s traffic was evaluated against screening criteria to determine if it could be determined clearly that implementation of the Project would not generate substantial vehicles miles traveled (VMT) – and, therefore, be consistent with CEQA Guidelines Section 15064.3 – or if additional analysis was needed to determine the significance of Project-related VMT. Pursuant to the City’s <u>Transportation Impact Analysis Preparation Guide for Vehicle Miles Traveled and Level of Service Assessment</u>, development projects that generate less than 400 daily traffic trips (actual trips) – like the proposed Project – would not cause or contribute to a substantial increase in the total citywide and/or regional VMT and are presumed to have a less than significant impact related to VMT (Urban Crossroads, 2021f, p. 3). Accordingly, implementation of the Project would not generate excessive VMT and, therefore, would not conflict with or be inconsistent with CEQA Guidelines Section 15064.3.</p>				
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project’s design would direct Project truck traffic to Alessandro Boulevard and Project passenger vehicle traffic to Alessandro Boulevard, Day Street, and Sherman Avenue; thus, the types of traffic generated during operation of the Project would be compatible with the type of traffic observed along these roadways under existing conditions. In addition, all proposed improvements within the public right-of-way would be installed in conformance with City of Moreno Valley design standards. The City reviewed the Project’s application materials and determined that no hazardous transportation design features would be introduced through implementation of the Project. Accordingly, the Project’s construction and operation would not create or substantially increase safety hazards due to a design feature or incompatible use. Implementation of the Project would result in a less-than-significant impact.</p>				
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project would result in the construction of one light industrial building on the Project site, which would require the need for emergency access to-and-from the site. During the course of the City of Moreno Valley’s review of the proposed Project, the Project’s design was reviewed to ensure that adequate access to-and-from the site is provided for emergency vehicles. The Project would not construct any improvements within the public right of way that would adversely affect local circulation/access or hinder emergency response. Furthermore, the City of Moreno Valley will review all future Project construction drawings to ensure that adequate emergency access is maintained along abutting public streets during temporary construction activities. With required adherence to City requirements for emergency vehicle access, impacts would be less than significant.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Urban Crossroads, 2021f, Moreno Valley Business Center Project Scoping Form, <i>Technical Appendix K1</i> 				

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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2. Urban Crossroads, 2021g, Moreno Valley Business Center Vehicle Miles Traveled Analysis, *Technical Appendix K2*

XVIII. TRIBAL CULTURAL RESOURCES – Would the project:

a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i)	Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or			
ii)	A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Response: A Phase I Cultural Resources Study (*Technical Appendix C*) was prepared for the Project site by BFSa. The Phase I Cultural Resources Study included a records search with the EIC at University of California Riverside (UCR) in order to assess previous archaeological studies and identify any previously recorded tribal cultural resources within the Project site. Additionally, as part of preparation of the Phase I Cultural Resources Study, BFSa also requested a records search of the Native American Heritage Commission (NAHC) Sacred Lands Files (SLF). According to BFSa's search of EIC records and NAHC SLFs, no tribal cultural resources listed or eligible for listing in the California Register of Historical Resources or in a local register of historical resources are present on the Project site or previously recorded on the Project site (BFSa, 2020, pp. 1.0-1, 5.0-1). In addition, the Project site is highly disturbed and no tribal cultural resources were observed on the Project site or in the Project site's immediate vicinity (ibid.).

As part of the AB 52 consultation process required by State law, the City of Moreno Valley sent notification of the Project to Native American tribes with possible traditional or cultural affiliation to the Project area. In response to the AB 52 consultation invitation, five tribes contacted the City to request formal consultation. The City met with each tribe and concluded tribal consultation on June 16, 2021. During the course of the tribal consultation process, no Native American tribe provided the City with substantial evidence indicating that tribal cultural resources, as defined in Public Resources Code section 21074, are present on the Project site or have been found previously on the Project site. Notwithstanding, due to the Project site's location in an area where multiple Native American tribes are known to have a cultural affiliation, there is the possibility that prehistoric archaeological resources, including tribal cultural resources, could be encountered during ground-disturbing construction activities – although this is considered unlikely due to the pervasive, historic and on-going disturbances that have occurred on the Project site. Were a tribal cultural resource, as defined in Public Resources Code Section 21074, to be found on the Project site during construction – and not protected – a significant impact would occur.

Implementation of MMs CR-1 through CR-9, would ensure the proper identification and subsequent treatment of any significant tribal cultural resources that may be encountered during ground-disturbing activities associated with Project development. With implementation of the required mitigation, the Project's potential impact to significant tribal cultural resources would be reduced to less-than-significant.

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<p>Sources:</p> <ol style="list-style-type: none"> Brian F. Smith and Associates, Phase I Cultural Resources Survey for the Moreno Valley Business Center Project, <i>Technical Appendix C</i> 				
<p>XIX. UTILITIES AND SERVICE SYSTEMS – Would the project:</p>				
<p>a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project would construct an on-site network of water and sewer pipes that would connect to existing water and sewer facilities that abut the Project site, also, would construct off-site improvements that would include a new public water pump and a storm segment that would connect the Project site to existing storm drain facilities beneath Old 215 Frontage Road. The Project also would install connections to existing electricity, natural gas, and communications infrastructure that already exist in the area, and all such connections would be accomplished in conformance with the rules and standards enforced by the applicable service provider. The installation of water and sewer line connections, stormwater drainage facilities, electricity, natural gas, and communications infrastructure as proposed by the Project would result in physical impacts to the environment; however, these impacts are considered to be part of the Project's construction phase and are evaluated throughout this IS/MND accordingly. In instances where significant environmental impacts have been identified for the Project's construction phase, mitigation measures are recommended in each applicable subsection of this IS/MND to reduce impacts to less-than-significant levels. The construction of utility infrastructure necessary to serve the proposed Project would not result in any significant physical effects on the environment that are not already identified and disclosed as part of this IS/MND. Accordingly, additional mitigation measures beyond those identified throughout this IS/MND would not be required.</p>				
<p>b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: Relying on water usage factors from the Moreno Valley General Plan EIR, the Project would demand approximately 9.75 acre-feet of water per year, which is less than the annual 117-acre-foot demand of the site's planned land use under existing conditions (i.e., multi-family land uses developed at 30 dwelling units per acre) (Moreno Valley, 2006b, Table 5.13-8). The BSMWC is responsible for supplying potable water to the Project site and its region. BSMWC receives approximately 60% of its supply from groundwater and purchases approximately 40% of its supply from the Western Municipal Water District (WMWD) (WMWD, 2016, p. 3-5). The BSMWC is not known to have any issues with its existing or projected future water supply and the WMWD is projected to adequate water supplies are projected to be available to meet WMWD's estimated water demand through 2040 under normal, historic single-dry and historic multiple-dry year conditions – based on population projects that utilize adopted land use regulations contained within the general plans that cover their geographic service areas (WMWD, 2016, Table 7-3, Table 7-5, and Table 7-7). Because local water providers are expected to have sufficient water supplies to meet projected future year demands and because the Project would actually reduce projected future year demands, local water providers would have sufficient water supplies available to serve the Project from existing entitlements/resources and no new or expanded entitlements are needed. The Project's impact would be less than significant.</p>				
<p>c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>Response: Wastewater generated by the Project would be conveyed by the ECSD, which is under contract with the City of Riverside and transmits sewage to the City of Riverside’s Regional Water Quality Control Plant (RWQCP). Based upon ECSD’s wastewater generation rate of 2,000 gallons per day (gpd) per acre for industrial light land uses, the proposed Project would generate approximately 16,120 gallons of wastewater per day (2,000 gpd per acre × 7.8 Project acres (net) = 15,500 gpd). Under existing conditions, the City of Riverside’s RWQCP has an excess treatment capacity of approximately 18.6 million gallons per day (mgpd) (46 mgpd treatment capacity – 27.4 mgpd influent flows = 18.6 million gallons excess treatment capacity) (City of Riverside, 2019, Vol. 4, pp. 1-1 & 1-2). Implementation of the Project would utilize approximately 0.09% of the City of Riverside’s RWQCP daily excess treatment capacity. Accordingly, the City of Riverside’s RWQCP has sufficient capacity to treat wastewater generated by the Project in addition to existing commitments. The Project would not create the need for any new or expanded wastewater facility. Because there is adequate capacity at existing treatment facilities to serve the Project’s projected sewer demand, impacts would be less than significant.</p>				
<p>d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: Implementation of the Project would generate an incremental increase in solid waste volumes requiring off-site disposal during short-term construction and long-term operational activities. Solid waste generated by the Project would be disposed at the El Sobrante Landfill and/or the Badlands Sanitary Landfill.</p> <p>The El Sobrante Landfill is permitted to receive 16,054 tons of refuse per day and has a total capacity of 209,910,000 cubic yards. According the CalRecycle, the El Sobrante Landfill has a total remaining capacity of 143,977,170 cubic yards. The El Sobrante Landfill is estimated to reach capacity, at the earliest time, in the year 2051 (CalRecycle, 2019a). In October 2020 (the most recent period for which disposal volumes are available), the average daily disposal at the El Sobrante Landfill was approximately 10,513.12 tons, which correlates to an excess daily disposal capacity of approximately 5,540.88 tons (CalRecycle, 2020a).</p> <p>The Badlands Sanitary landfill is permitted to accept a maximum of 4,800 tons of solid waste per day. In October 2020, the most recent time period for which disposal data was publicly available, the Badlands Sanitary Landfill was receiving an average of 2,896.83 tons of waste per day, which correlates to an excess daily disposal capacity of approximately 1,903.17 tons (CalRecycle, 2020b). The Badlands Sanitary Landfill has available capacity until at least the year 2021; however, future landfill expansion opportunities may exist at this site. (CalRecycle, 2019b)</p> <p>The analysis below summarizes the Project’s potential to generate solid waste during construction and/or operation that would exceed the disposal capacity of local landfill facilities. As demonstrated in the analysis below, the Project would generate less-than-significant volumes of solid waste.</p> <p><u>Construction Impact Analysis</u></p> <p>Based on the United States Environmental Protection Agency’s (U.S. EPA) construction waste generation factor of 4.34 pounds of solid waste generated for the construction of every 1 s.f. for non-residential uses, Project construction is estimated to generate approximately 357 tons of solid waste. ([164,187 s.f. × 4.34 pounds per s.f.] ÷ 2,000 pounds per ton = 357 tons) (EPA, 2009, Table A-2). CalGreen requires a minimum of 65% of all construction waste be diverted from landfills (by recycling, reusing, and other waste reduction strategies); therefore, the Project is estimated to generate approximately 125 tons of construction waste requiring landfill disposal (357 tons × 0.35 = 125 tons). The Project’s construction phase is estimated to last for up to 280 work days; therefore, the Project is estimated to generate approximately 0.45 tons of solid waste per work day (125 tons ÷ 280 days = 0.45 tons per day) requiring landfill during construction.</p> <p>Non-recyclable construction waste generated by the Project would be disposed at the El Sobrante Landfill or Badlands Sanitary Landfill. As described above, these landfills receive well below their</p>				

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maximum permitted daily disposal volume; thus, the relatively minimal construction waste generated by the Project is not anticipated to cause the landfills to exceed their maximum permitted daily disposal volume. (Project construction waste would represent less than 0.01% of the excess disposal capacity at the El Sobrante Landfill and approximately 0.02% of the excess disposal capacity at the Badlands Sanitary Landfill.) Furthermore, the El Sobrante Landfill and Badlands Sanitary Landfill are not expected to reach its total maximum permitted disposal capacities during the Project's construction period. The El Sobrante Landfill and Badlands Sanitary Landfill have sufficient daily capacity to accept solid waste generated by the Project's construction phase; therefore, impacts to landfill capacity associated with the Project's near-term construction activities would be less than significant.

Operational Impact Analysis

Based on a daily waste generation factor of 1.42 pounds of waste per 100 square feet of industrial building area obtained from CalRecycle, long-term, on-going operation of the Project would generate approximately 1.17 tons of solid waste per day ($[(1.42 \text{ pounds} \div 100 \text{ s.f.}] \times 164,187 \text{ s.f.}] \div 2,000 \text{ pounds} = 1.17 \text{ tons per day}$) (CalRecycle, 2019c). Pursuant to AB 939, at least 50 percent of the Project's solid waste is required to be diverted from landfills; therefore, the Project would generate approximately 0.59 tons of solid waste per day requiring landfilling ($1.17 \text{ tons per day} \times 50\% = 0.59 \text{ tons per day}$).

Non-recyclable solid waste generated during long-term operation of the Project would be disposed at the El Sobrante Landfill and the Badlands Sanitary Landfill. As described above, these landfills receive well below their maximum permitted daily disposal volume; thus, waste generated by the Project's operation is not anticipated to cause the landfills to exceed their maximum permitted daily disposal volume. (Project operational rate would represent approximately 0.01% of the daily excess disposal capacity at the El Sobrante Landfill and approximately 0.03% of the daily excess disposal capacity at the Badlands Sanitary Landfill.) Because the Project would generate a relatively small amount of solid waste per day as compared to the permitted daily capacities at the receiving landfills, impacts to the El Sobrante Landfill and Badlands Sanitary Landfill facilities during the Project's long-term operational activities would be less than significant.

e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Response: The California Integrated Waste Management Act (AB 939), signed into law in 1989, established an integrated waste management system that focused on source reduction, recycling, composting, and land disposal of waste. In addition, the bill established a 50 percent waste reduction requirement for cities and counties by the year 2000, along with a process to ensure environmentally safe disposal of waste that could not be diverted. Per the requirements of the Integrated Waste Management Act, the Riverside County Board of Supervisors adopted the County of Riverside Countywide Integrated Waste Management Plan (CIWMP), which outlines the goals, policies, and programs the County and its cities implement to create an integrated and cost-effective waste management system that complies with the provisions of AB 939 and its diversion mandates. (RCDWR, 2020)

In order to assist the City of Moreno Valley and the County of Riverside in achieving the mandated goals of the Integrated Waste Management Act, the Project's building user(s) would be required to work with future refuse haulers to develop and implement feasible waste reduction programs, including source reduction, recycling, and composting. Additionally, in accordance with the California Solid Waste Reuse and Recycling Act of 1991 (Cal Pub Res. Code § 42911), the Project is required to provide adequate areas for collecting and loading recyclable materials where solid waste is collected. The collection areas are required to be shown on construction drawings and be in place before occupancy permits are issued. (CA Legislative Information, 2005) Additionally, in compliance with AB 341 (Mandatory Commercial Recycling Program), the future occupant(s) of the proposed Project would be required to arrange for recycling services, if the occupant generates four (4) or more cubic yards of solid waste per week (CA Legislative Information, 2011). The implementation of these mandatory requirements would reduce the amount of solid waste generated by the Project and diverted to landfills, which in turn will aid in the extension of the life of affected disposal sites. The Project would be required to comply with all applicable

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solid waste statutes and regulations; as such, impacts related to solid waste statutes and regulations would be less than significant.				
<p>Sources:</p> <ol style="list-style-type: none"> California Legislative Information – Assembly Bill 341 Solid Waste: Diversion, Approved October 5, 2011, https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201120120AB341 California Legislative Information – Public Resources Code § 42911 – California Solid Waste Reuse and Recycling Access Act of 1991, Effective January 1, 2005, https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PRC&sectionNum=42911. City of Riverside, 2019. Update Of The Integrated Master Plan For The Wastewater Collection And Treatment Facilities, Volume 4. Available at: https://riversideca.gov/publicworks/sewer/master-plan/2019%20Sewer%20Master%20Plan%20Volume%204.pdf. Accessed: March 8, 2021. Riverside County Department of Waste Resources – Countywide Integrated Waste Management Plan, 2020, https://www.rcwaste.org/business/planning/ciwmp CalRecycle – SWIS Site/Facility Details: El Sobrante Landfill. Available at: https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/2280?siteID=2402. Accessed October 19, 2020. (CalRecycle, 2019a) CalRecycle – Daily Landfilled Tonnage & Total Traffic By Site: El Sobrante, October 2020. (CalRecycle, 2020a) CalRecycle – SWIS Site/Facility Details: Badlands Sanitary Landfill. Available at: https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/2245?siteID=2367. Accessed October 19, 2020 (CalRecycle, 2019b) CalRecycle – Daily Landfilled Tonnage & Total Traffic By Site: Badlands, October 2020. (CalRecycle, 2020b) CalRecycle – Estimated Solid Waste Generation Rates. Available at: https://www2.calrecycle.ca.gov/WasteCharacterization/General/Rates. Accessed: December 15, 2020. 				
XX. WILDFIRE – If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project site is not located in or near state responsibility areas (SRA) or lands within a very high fire hazard severity zone (CalFire, 2007); therefore, the Project would not exacerbate wildfire hazard risks or expose people or the environment to adverse environmental effects related to wildfires. As such, no impact would occur.</p>				

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Sources:

1. California Department of Forestry and Fire Protection – Western Riverside County Fire Hazard Severity Zones in SRA, Adopted on November 7, 2007, https://osfm.fire.ca.gov/media/6752/fhszs_map60.pdf

XXI. MANDATORY FINDINGS OF SIGNIFICANCE

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response: All impacts to the environment, including impacts to habitat for fish and wildlife species, fish and wildlife populations, plant and animal communities, rare and endangered plants and animals, and historical and pre-historical resources were evaluated as part of this IS/MND. Throughout this IS/MND, where impacts were determined to be potentially significant, mitigation measures have been imposed to reduce those impacts to less-than-significant levels. Accordingly, with incorporation of the mitigation measures imposed throughout this IS/MND, the Project would not substantially degrade the quality of the environment and impacts would be less than significant.

b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current project, and the effects of probable future projects.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response: As discussed throughout this IS/MND, implementation of the proposed Project has the potential to result in effects to the environment that are individually limited, but cumulatively-considerable. In all instances where the Project has the potential to contribute to a cumulatively-considerable impact to the environment, mitigation measures have been imposed to reduce potential effects to less-than-significant levels.

Aesthetics

New development on the Project site and in the surrounding area would change the existing character of the Project’s viewshed; however, all development in the immediate vicinity of the Project would be required to comply with the development regulations and design standards contained in the City’s Development Code, which would ensure that minimum standards related to visual character and quality are met to preclude adverse aesthetic effects (e.g., size, scale, building materials, lighting). Accordingly, the Project’s aesthetic impacts would not be cumulatively-considerable.

Agriculture and Forestry Resources

The Project would have no impact on agricultural resources. Therefore, there is no potential for the Project to contribute to a cumulatively-considerable impact under this topic.

Air Quality

Based on SCAQMD guidance, any direct exceedance of a regional or localized threshold also is considered to be a cumulatively considerable effect, while air pollutant emissions below applicable regional and/or localized thresholds are not considered cumulatively considerable. As discussed in Responses III(a) and (c), Project- related construction emissions would exceed the SCAQMD localized

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<p>emissions threshold for particulate matter and, therefore, the Project's air quality impacts would be cumulatively-considerable. MM AQ-1 would reduce particulate matter emissions during Project construction to less-than- significant levels by ensuring construction equipment meet stringent tailpipe emissions standards.</p>				
<p><u>Biological Resources</u></p>				
<p>The Project site does not support any sensitive plant or wildlife species, riparian, or sensitive natural habitat, or federally-protected wetlands; therefore, there is no potential for the Project to contribute to a cumulatively-considerable impact under these resources. Although the Project site is highly disturbed and fragmented from other open space areas under existing conditions, the site does contain habitat for nesting birds and contains habitat that could be used by the burrowing owl. Therefore, there is the potential that nesting birds and/or the burrowing owl could be present on the Project site prior to construction and there also is the potential that other development projects in the Riverside area could support bird nests and/or the burrowing owl. The Project's potential impacts to nesting birds and the burrowing owl would be cumulatively considerable. MMs BR-1 and BR-2 would reduce the Project's cumulative effects to less-than-significant levels by ensuring that no direct take of nesting birds occurs during construction.</p>				
<p><u>Cultural Resources</u></p>				
<p>Implementation of the Project has the potential to impact masked/buried historic and/or prehistoric archaeological resources on the Project site and, therefore, would result in a significant cumulative impact in the event any of such resources were found on-site during construction. MMs CR-1 through CR-9 would require the Project Applicant to implement monitoring and recovery programs in conformance with accepted protocols for historic and prehistoric archaeological resources in the event these resources are found during Project construction. With implementation of MMs CR-1 through CR-9, potential cumulative impacts would be reduced to less-than-significant levels.</p>				
<p><u>Energy</u></p>				
<p>The Project's construction and operation energy consumption would not be considered inefficient, wasteful, or otherwise unnecessary and would not obstruct a state or local plan for renewable energy or energy efficiency. In addition, all cumulative projects would also be required to comply with the California Building Standards Code, which establishes standards for energy efficiency and "green" construction. Therefore, implementation of the Project would result in a less-than-significant cumulative impact to energy.</p>				
<p><u>Geology and Soils</u></p>				
<p>Potential effects related to geology and soils are inherently site-specific; therefore, there is no potential for the Project to contribute to a cumulatively-considerable impact under this topic. Furthermore, all development proposals would be required to comply with applicable federal, State, and local regulations that are in place to preclude adverse geology and soils effects, including effects related to strong seismic ground shaking, fault rupture, soil erosion, and hazardous soil conditions (e.g., liquefaction, expansive soils, landslides).</p>				
<p>Notwithstanding, there is remote potential that paleontological resources are buried beneath the surface of the Project site and could be impacted during construction. Other projects within region would similarly have the potential to impact unknown, subsurface paleontological resources during ground-disturbing activities. Therefore, the potential for development on the Project site to impact subsurface paleontological resource deposits is a cumulatively-considerable impact. Application of MMs GEO-1 through GEO-4 would reduce the Project's cumulative impacts to less-than-significant levels.</p>				
<p><u>Greenhouse Gas Emissions</u></p>				
<p>As described in the preceding analysis, global climate change (GCC) occurs as the result of global emissions of GHGs. An individual development project does not have the potential to result in direct and significant GCC-related effects in the absence of cumulative sources of GHGs. The CEQA Guidelines also emphasize that the effects of GHG emissions are cumulative, and should be analyzed in the context of CEQA's requirements for cumulative impacts analysis (See CEQA Guidelines § 15130[f]).</p>				

Attachment: Exhibit A to 2022-XX Moreno Valley Business Center IS MND (6001 : PEN20-0162 Moreno Business Center)

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>Accordingly, the preceding analysis reflects a cumulative impact analysis of the GHG emissions related to the Project. As concluded under Response VIII(a) and (b), the Project would not result in a cumulatively-considerable impact related to GHG emissions.</p>				
<p><u><i>Hazards and Hazardous Materials</i></u> Potential effects related to hazards and hazardous materials are inherently site-specific; therefore, there is no potential for the Project to contribute to a cumulatively-considerable impact under this topic.</p>				
<p><u><i>Hydrology and Water Quality</i></u> Construction and operation of the Project and other projects in the Santa Ana River watershed would have the potential to result in a cumulative water quality impact, including erosion and sedimentation. However, in accordance with applicable federal, State, and local regulations, all development projects would be required to implement plans during construction and operation (e.g., SWPPP and WQMP) to minimize adverse effects to water quality, which would avoid a cumulatively-considerable impact.</p> <p>The Project and other projects in the Santa Ana River Basin would be required to comply with federal, State, and local regulations in order to preclude flood hazards both on- and off-site. Compliance with federal, State, and local regulations would require on-site areas to be protected, at a minimum, from flooding during peak storm events (i.e., 100-year storm) and that proposed development would not expose downstream properties to increased flooding risks during peak storm events. Accordingly, a cumulatively-considerable effect related to flooding would not occur.</p>				
<p><u><i>Land Use and Planning</i></u> The Project would not physically divide an established community, or conflict with applicable land use/planning documents; therefore, there is no potential for the Project to contribute to a cumulatively-considerable impact related to land use and planning.</p>				
<p><u><i>Mineral Resources</i></u> The Project would have no impact on mineral resources. Therefore, there is no potential for the Project to contribute to a cumulatively-considerable impact under this topic.</p>				
<p><u><i>Noise</i></u> Noise levels diminish rapidly with distance; therefore, for a development project to contribute to a noise-related cumulative impact it must be located in close proximity to another development project or source of substantial noise. There are no construction projects in the immediate vicinity of the Project site that are expected to have periods of substantial construction noise (e.g., operation of heavy, off-road diesel equipment) that would overlap with substantial periods of Project-related construction noise. Accordingly, cumulatively-considerable impacts related to periodic construction noise and construction-related vibration would not occur. Under long-term operating conditions the Project would comply with the City of Moreno Valley noise ordinance and would not produce noticeable levels of vibration; therefore, cumulatively considerable impacts related to these issue areas would not occur. The analysis provided under Response XIII(a) demonstrates that the Project would not result in a cumulatively-considerable impact related to transportation noise under long-term conditions.</p>				
<p><u><i>Population and Housing</i></u> The Project would not implement land uses that generate new residents and would not require the construction of replacement housing. Accordingly, the City has anticipated – and planned for – the growth that would occur on the Project site and there is no potential for the Project to result in an adverse, cumulatively-considerable environmental effect related to population and housing.</p>				
<p><u><i>Public Services</i></u> All development projects in the City of Moreno Valley, including the Project, would be required to pay development impact fees, a portion of which would be used by the City for the provision of public services, to offset the incremental increase in demand for fire protection and police protection services. Furthermore, future development would generate an on-going stream of property tax revenue and sales tax revenue, which would provide funds that could be used by the City of Moreno Valley for the provision</p>				

Attachment: Exhibit A to 2022-XX Moreno Valley Business Center IS MND (6001 : PEN20-0162 Moreno Business Center)

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>of fire and police protection services. The Project would not directly result in the introduction of new residents to the City and, therefore, would have no potential to result in cumulatively-considerable impacts to resident-serving public facilities such as schools, parks, libraries, and other public facilities or services.</p> <p><u>Recreation</u> The Project would have no impact to recreation facilities. Therefore, there is no potential for the Project to contribute to a cumulatively-considerable impact under this topic.</p> <p><u>Transportation</u> The Project would not conflict with any City policies addressing the circulation network and would not generate substantial VMT. Therefore, the Project would not contribute to any cumulatively-considerable adverse transportation effects.</p> <p><u>Tribal Cultural Resource</u> Development activities on the Project site would not impact any known tribal cultural resources. However, there is the remote potential that such resources are buried beneath the surface of the Project site and could be impacted during construction. Other projects within region would similarly have the potential to impact unknown, subsurface tribal cultural resources during ground-disturbing activities. Therefore, the potential for development on the Project site to impact subsurface tribal cultural resource deposits is a cumulatively considerable impact. Application of MMs CR-1 through CR-9 would reduce the Project's cumulative impacts to less-than-significant levels.</p> <p><u>Utilities and Service Systems</u> The Project would require water and wastewater infrastructure, as well as solid waste disposal for building operation. Development of public utility infrastructure is part of an extensive planning process involving utility providers and jurisdictions with discretionary review authority. The coordination process associated with the preparation of infrastructure plans is intended to ensure that adequate public utility services and resources are available to serve both individual development projects and cumulative growth in the region. Each individual development project is subject to review for utility capacity to avoid unanticipated interruptions in service or inadequate supplies. Coordination with the utility providers would allow for the provision of utility services to the Project and other developments. The Project and other planned projects are subject to connection and service fees to offset increased demand and assist in facility expansion and service improvements (at the time of need). Because of the utility planning and coordination activities described above, cumulatively-considerable impacts to utilities and service systems would not occur.</p> <p><u>Wildfire</u> The Project site is not located in a SRA or very high fire hazard area. Therefore, implementation of the Project would result in no adverse impacts associated with wildfire.</p>				
<p>c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project's potential to result in environmental effects that could adversely affect human beings, either directly or indirectly, has been discussed throughout this IS/MND. As demonstrated by this analysis, construction and operation of the Project would not involve any activities that would result in environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly.</p>				

Attachment: Exhibit A to 2022-XX Moreno Valley Business Center IS MND (6001 : PEN20-0162 Moreno Business Center)

Mitigation Monitoring and Report Program (MMRP)

Moreno Valley Business Center Project

Moreno Valley, California

Lead Agency

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Applicant

LDC Industrial Realty, LLC
555 N. El Camino, Suite A456
San Clemente, CA 92672

CEQA Consultant

T&B Planning, Inc.
3200 El Camino Real, Suite 100
Irvine, CA 92602

Lead Agency Discretionary Permits

General Plan Amendment (PEN20-0160)
Change of Zone (PEN20-0161)
Plot Plan (PEN20-0162)

June 2022

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
Biological Resources					
<p>Threshold a & d: There is potential for the Project to impact protected nesting birds and migratory birds.</p>	<p>MM BR-1: Vegetation clearing and ground disturbance shall be prohibited during the migratory bird nesting season (January 31 through September 1), unless a migratory bird nesting survey is completed in accordance with the following requirements:</p> <p>a) A nesting bird survey shall be conducted on the Project site and within suitable habitat located within a 250-foot radius of the Project site by a qualified biologist within three (3) days prior to initiating vegetation clearing or ground disturbance.</p> <p>b) If the survey identifies the presence of active nests, then the nests shall not be disturbed unless the qualified biologist verifies through non-invasive methods that either (i) the adult birds have not begun egg-laying and incubation; or (ii) the juveniles from the occupied nests are capable of independent survival.</p> <p>c) If the biologist is not able to verify any of the conditions from sub-item "b," above, then no disturbance shall occur within a buffer zone specified by the qualified biologist for each nest or nesting site. The buffer zone shall be species-appropriate (no less than 100-foot radius around the nest for non-raptors and no more than a 500-foot radius around the nest for</p>	Project Biologist	City of Moreno Valley Planning Division	Within three (3) days prior to initiating vegetation clearing or ground disturbance	Less than significant with mitigation incorporated

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>raptors) and shall be sufficient to protect the nest from direct and indirect impacts from construction activities, The size and location of buffer zones, if required, shall be based on consultation with the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service and shall be subject to review and approval by the City of Moreno Valley. The nests and buffer zones shall be field checked weekly by a qualified biological monitor. The approved buffer zone shall be marked in the field with construction fencing, within which no vegetation clearing or ground disturbance shall commence until the qualified biologist with City concurrence verify that the nests are no longer occupied and/or juvenile birds can survive independently from the nests.</p>				
<p>Threshold f: There is a low potential for the burrowing owl to occur on the Project site; however, the Project Applicant is required to ensure compliance with the MSHCP's provisions for protecting the burrowing owl.</p>	<p>MM BR-2: Within 30 days prior to grading, a qualified biologist shall conduct a survey of suitable habitat on site and make a determination regarding the presence or absence of the burrowing owl. The determination shall be documented in a report and shall be submitted, reviewed, and accepted by the City of Moreno Valley prior to the issuance of a grading permit and subject to the following provisions:</p> <p>a) In the event that the pre-construction survey identifies no</p>	<p>Project Applicant, Project Biologist</p>	<p>City of Moreno Valley Planning Division</p>	<p>Within 30 days prior to grading</p>	<p>Less than significant with mitigation incorporated</p>

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>burrowing owls on the property a grading permit may be issued without restriction.</p> <p>b) In the event that the pre-construction survey identifies the presence of at least one individual but less than three (3) mating pairs of burrowing owl, then prior to the issuance of a grading permit and prior to the commencement of ground-disturbing activities on the property, the qualified biologist shall passively or actively relocate any burrowing owls. Passive relocation, including the required use of one-way doors to exclude owls from the site and the collapsing of burrows, will occur if the biologist determines that the proximity and availability of alternate habitat is suitable for successful passive relocation. Passive relocation shall follow CDFW relocation protocol and shall only occur between September 15 and February 1. If proximate alternate habitat is not present as determined by the biologist, active relocation shall follow CDFW relocation protocol. The biologist shall confirm in writing that the species has fledged the site or been relocated prior to the issuance of a grading permit.</p> <p>c) In the event that the pre-construction survey identifies the presence of three (3) or more mating</p>				

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>pairs of burrowing owl, the requirements of MSCHP Species-Specific Conservation Objectives 5 for the burrowing owl shall be followed. Objective 5 states that if the site (including adjacent areas) supports three (3) or more pairs of burrowing owls and supports greater than 35 acres of suitable habitat, at least 90 percent of the area with long-term conservation value and burrowing owl pairs will be conserved onsite until it is demonstrated that Objectives 1-4 have been met. A grading permit shall be issued, either:</p> <p>i. Upon approval and implementation of a property-specific Determination of Biologically Superior Preservation (DBESP) report for the burrowing owl by the CDFW; or</p> <p>ii. A determination by the biologist that the site is part of an area supporting less than 35 acres of suitable Habitat, and upon passive or active relocation of the species following accepted CDFW protocols. Passive relocation, including the required use of one-way doors to exclude owls from the site and the collapsing of burrows, will occur if the biologist determines that the proximity and availability of alternate habitat is suitable for successful passive relocation. Passive</p>				

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	relocation shall follow CDFW relocation protocol and shall only occur between September 15 and February 1. If proximate alternate habitat is not present as determined by the biologist, active relocation shall follow CDFW relocation protocol. The biologist shall confirm in writing that the species has fledged the site or been relocated prior to the issuance of a grading permit.				
Cultural Resources					
<p>Threshold a: There is potential for buried historical deposits to be present on the Project site.</p> <p>Threshold b: There is potential for significant archaeological resources to be unearthed during ground-disturbing activities associated with Project construction.</p>	<p>MM CR-1: Prior to the issuance of a grading permit, the Developer shall retain a professional archaeologist to conduct monitoring of all ground disturbing activities. The Project Archaeologist shall have the authority to temporarily redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction. The Project Archaeologist, in consultation with the Consulting Tribe(s), including the Pechanga Band of Luiseño Indians and Soboba Band of Luiseño Indians, the contractor, and the City, shall develop a CRMP as defined in Mitigation Measure CR-3. The Project archaeologist shall attend the pre-grading meeting with the City, the construction manager and any contractors and will conduct a mandatory Cultural Resources Worker Sensitivity Training to those</p>	<p>Project Developer; Project Archaeologist</p>	<p>City of Moreno Valley Planning Division</p>	<p>Prior the issuance of a grading permit</p>	<p>Less than significant with mitigation incorporated</p>

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>in attendance. The archaeological monitor shall have the authority to temporarily halt and redirect earth moving activities in the affected area in the event that suspected archaeological resources are unearthed.</p> <p>MM CR-2: Prior to the issuance of a grading permit, the Developer shall secure agreements with the Pechanga Band of Luiseño Indians and Soboba Band of Luiseño Indians for tribal monitoring. The City is also required to provide a minimum of 30 days' advance notice to the tribes of all ground disturbing activities. The Native American Tribal Representatives shall have the authority to temporarily halt and redirect earth moving activities in the affected area in the event that suspected archaeological resources are unearthed. The Native American Monitor(s) shall attend the pre-grading meeting with the Project Archaeologist, City, the construction manager and any contractors and will conduct the Tribal Perspective of the mandatory Cultural Resources Worker Sensitivity Training to those in attendance.</p> <p>MM CR-3: The Project Archaeologist, in consultation with the Consulting Tribe(s), the contractor, and the City, shall develop a CRMP in consultation</p>	<p>Project Developer; Project Construction Contractor; Project Archaeologist</p> <p>Project Archaeologist</p>	<p>City of Moreno Valley Planning Division and Land Development Division</p> <p>City of Moreno Valley Planning Division</p>	<p>Prior the issuance of a grading permit</p> <p>Prior the issuance of a grading permit</p>	

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>pursuant to the definition in AB52 to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. A consulting Tribe is defined as a Tribe that initiated the AB 52 tribal consultation process for the Project, has not opted out of the AB52 consultation process, and has completed AB 52 consultation with the City as provided for in Cal Pub Res Code Section 21080.3.2(b)(1) of AB52. Details in the Plan shall include:</p> <ul style="list-style-type: none"> a) Project description and location; b) Project grading and development scheduling; c) Roles and responsibilities of individuals on the Project; d) The pre-grading meeting and Cultural Resources Worker Sensitivity Training details; e) The protocols and stipulations that the contractor, City, Consulting Tribe (s) and Project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation; f) The type of recordation needed for inadvertent finds and the stipulations of recordation of sacred items; and g) Contact information of relevant individuals for the Project. 				

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>MM CR-4: In the event that Native American cultural resources are discovered during the course of ground disturbing activities (inadvertent discoveries), the following procedures shall be carried out for final disposition of the discoveries:</p> <p>a) One or more of the following treatments, in order of preference, shall be employed with the tribes. Evidence of such shall be provided to the City of Moreno Valley Planning Department:</p> <p>i. Preservation-In-Place of the cultural resources, if feasible. Preservation in place means avoiding the resources, leaving them in the place they were found with no development affecting the integrity of the resources.</p> <p>ii. Onsite reburial of the discovered items as detailed in the treatment plan required pursuant to Mitigation Measure CR-1. This shall include measures and provisions to protect the future reburial area from any future impacts in perpetuity. Reburial shall not occur until all legally required cataloging and basic recordation have been completed. No recordation of sacred items is permitted without the written consent of all Consulting Native American Tribal Governments as defined in</p>	<p>Project Developer; Project Archaeologist</p>	<p>City of Moreno Valley Planning Division</p>	<p>In the event that Native American cultural resources are discovered during the course of grading (inadvertent discoveries)</p>	

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>(36 CFR 61), Tribal Representatives, and all site monitors per the Mitigation Measures, shall be consulted by the City to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, or prehistoric resource. Further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation. Work shall be allowed to continue outside of the buffer area and will be monitored by additional archeologist and Tribal Monitors, if needed. Determinations and recommendations by the consultant shall be immediately submitted to the Planning Division for consideration, and implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all Consulting Native American Tribes as defined in CR-2 before any further work commences in the affected area. If the find is determined to be significant and avoidance of the site has not been achieved, a Phase III data recovery plan shall be prepared by the Project Archeologist, in consultation with the Tribe, and shall be submitted to the City for their review and approval</p>				

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>California Government Code 6254(r).</p> <p>MM CR-9: Prior to final inspection, the developer/permit holder shall prompt the Project Archeologist to submit two (2) copies of the Phase III Data Recovery report (if required for the Project) and the Phase IV Cultural Resources Monitoring Report that complies with the Community Development Department's requirements for such reports. The Phase IV report shall include evidence of the required cultural/historical sensitivity training for the construction staff held during the pre-grade meeting. The Community Development Department shall review the reports to determine adequate mitigation compliance. Provided the reports are adequate, the Community Development Department shall clear this condition. Once the report(s) are determined to be adequate, two (2) copies shall be submitted to the Eastern Information Center (EIC) at the University of California Riverside (UCR) and one (1) copy shall be submitted to the Consulting Tribe(s) Cultural Resources Department(s).</p>	<p>Project Developer; Project Archeologist</p>	<p>City of Moreno Valley Planning Division and Land Development Division</p>	<p>Prior to final inspection</p>	
Geology and Soils					
<p>Threshold f: There is potential for Project-related grading activities</p>	<p>MM GEO-1: Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Moreno Valley that a</p>	<p>Project Applicant; Project Construction</p>	<p>City of Moreno Valley Planning Division</p>	<p>Prior to the issuance of a grading permit</p>	<p>Less than significant with mitigation incorporated</p>

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
<p>to uncover and impact paleontological resources.</p>	<p>qualified paleontologist has been retained by the Project Applicant to conduct monitoring of excavation activities and has the authority to halt and redirect earthmoving activities in the event that suspected paleontological resources are unearthed.</p> <p>MM GEO-2: The paleontological monitor shall conduct full-time monitoring during grading and excavation operations in undisturbed, very old alluvial fan sediments at depths five or more feet below the existing ground surface and shall be equipped to salvage fossils if they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. The paleontological monitor shall be empowered to temporarily halt or divert equipment to allow of removal of abundant and large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or if present, are determined upon exposure and examination by qualified paleontological personnel to have a low potential to contain or yield fossil resources.</p>	<p>Contractor; Project Paleontologist</p> <p>Project Applicant; Project Construction Contractor; Project Paleontologist</p>	<p>City of Moreno Valley Planning Division</p>	<p>Concurrent with grading activities</p>	

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>MM GEO-3: Recovered specimens shall be properly prepared to a point of identification and permanent preservation, including screen washing sediments to recover small invertebrates and vertebrates, if necessary. Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage, such as the Western Science Museum in Hemet, California, is required for significant discoveries.</p> <p>MM GEO-4: A final monitoring and mitigation report of findings and significance shall be prepared, including lists of all fossils recovered, if any, and necessary maps and graphics to accurately record the original location of the specimens. The report shall be submitted to the City of Moreno Valley prior to building final.</p>	<p>Project Applicant; Project Construction Contractor; Project Paleontologist</p> <p>Project Applicant; Project Construction Contractor; Project Paleontologist</p>	<p>City of Moreno Valley Planning Division</p> <p>City of Moreno Valley Planning Division</p>	<p>Prior to grading permit final inspection</p> <p>Prior to building final</p>	

**CITY OF MORENO VALLEY
NOTICE OF INTENT TO ADOPT A
MITIGATED NEGATIVE DECLARATION**

NOTICE IS HEREBY GIVEN that the City of Moreno Valley is considering a recommendation that the project herein identified will have no significant environmental impact in compliance with Section 15070 of the CEQA guidelines. A copy of the **MITIGATED NEGATIVE DECLARATION** and the **ENVIRONMENTAL CHECKLIST**, which supports the proposed findings, are on file at the City of Moreno Valley.

Project:	Plot Plan PEN21-0079 (PEN20-0162, PEN20-0163)
Applicant:	LDC Industrial Realty, LLC
Owner:	City of Moreno Valley
Representative:	HPA, Inc.
Location:	Northeast corner of the intersection of Alessandro Boulevard and Day Street (APNs: 291-191-007 through -013, and -025 through -029)
Proposal:	A request to develop an approximately 8.2 gross-acre (7.8 net-acre) property with a 164,187 square foot light industrial building.
Council District:	1

This Notice of Intent (NOI) has been prepared to notify agencies and interested parties that the City of Moreno Valley as the Lead Agency has prepared an Initial Study/Mitigated Negative Declaration (IS/MND) pursuant to the requirements of the California Environmental Quality Act (CEQA) to evaluate the potential environmental impacts associated with construction and operation of the project as described below.

Project Description: The Project consists of a proposal for a Plot Plan (PEN20-0162) that provides for the development of one 164,187 square foot light industrial building. The proposed Project design includes a loading area, auto parking areas, landscaping, signage, lighting, and off-site improvements. The Project also includes the construction of an off-site public storm drain segment and an upgraded water pump for the Box Springs Municipal Water Company.

The Project site is not included on any list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

Document Availability: The Initial Study/Mitigated Negative Declaration, and all documents incorporated and/or referenced therein, can be reviewed during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday and Friday, 7:30 a.m. to 4:30 p.m.) at the City of Moreno Valley Planning Division counter, located at 14177 Frederick Street, Moreno Valley, CA 92553. The documents may also be reviewed on the City’s website at <http://www.moreno-valley.ca.us/cdd/documents/about-projects.html>

Potential Environmental Impacts: The City of Moreno Valley has prepared an Initial Study to determine the environmental effects associated with the above actions and finds the issuance of a Mitigated Negative Declaration is the appropriate level of environmental review. The Initial Study/Mitigated Negative Declaration concludes that all potentially significant impacts of the Project would be mitigated to a less than significant level.

Comment Deadline: Pursuant to Section 15105(b) of the CEQA Guidelines, the City has established a 20-day public review period for the Initial Study/Mitigated Negative Declaration which begins June 16, 2022, and ends July 6, 2022. Written comments on the Initial

Attachment: Exhibit B to 2022-XX Notice of Intent 06162022-Newspaper Notice07012022 (6001 : PEN20-0162 Moreno Business Center)

Study/Mitigated Negative Declaration must be received at the City of Moreno Valley Community Development Department by no later than the conclusion of the 20-day review period, 5:30 p.m. on July 6, 2022. Written comments on the Initial Study/Mitigated Negative Declaration should be addressed to:

Julia Descoteaux, Senior Planner
14177 Frederick Street
Post Office Box 88005
Moreno Valley, California 92552 Phone: (951) 413-3206
Email: juliad@moval.org

	Press-Enterprise	June 16, 2022
<hr/>		
Sean Kelleher Planning Official Community Development Department	Newspaper	Date of Publication

Attachment: Exhibit B to 2022-XX Notice of Intent 06162022-Newspaper Notice07012022 (6001 : PEN20-0162 Moreno Business Center)

CITY OF MORENO VALLEY
PLANNING COMMISSION
NOTICE OF PUBLIC HEARING AND
ENVIRONMENTAL NOTICE TO ADOPT A MITIGATED NEGATIVE DECLARATION

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Planning Commission of the City of Moreno Valley on the date and time set forth below:

Project: Plot Plan PEN20-0162 (PEN21-0079)
Applicant: LDC Industrial Realty, LLC
Property Owner: Housing Authority
APN: 291-191-007-013 and 025-029
Location: NEC of Alessandro Boulevard and Day Street.
Proposal: A request to develop an approximately 8.2 gross-acre (7.8 net-acre) property with a 164,187 square foot light industrial building.

Environmental Determination: The project has been evaluated against the criteria set forth in the California Environmental Quality Act (CEQA) and CEQA Guidelines and staff has determined that a Mitigated Negative Declaration is the appropriate environmental document for the proposed project.

The Draft Initial Study/Mitigated Negative Declaration was circulated for public review by responsible and trustee agencies and other interested parties for a review period commencing June 16, 2022, through July 6, 2022. The documents can be obtained in electronic format via email by request. The final document may be inspected by appointment at the Community Development Department at 14177 Frederick Street, Moreno Valley, California by calling (951) 413-3206 during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday, 7:30 a.m. to 4:30 p.m. Friday).

PUBLIC TESTIMONY: All interested parties will be provided an opportunity to submit oral testimony during the Public Hearing and/or provide written testimony during or prior to the Public Hearing. The application file and related environmental documents may be inspected at the Community Development Department at 14177 Frederick Street, Moreno Valley, California by calling (951) 413-3206 during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday, and 7:30 a.m. to 4:30 p.m., Friday).

PLEASE NOTE: The Planning Commission may consider and approve changes to the proposed items under consideration during the Public Hearing.

GOVERNMENT CODE § 65009 NOTICE: If you challenge any of the proposed actions taken by the Planning Commission in court, you may be limited to raising only those issues you or someone else raised during the Public Hearing described in this notice, or in written correspondence delivered to the Planning Division of the City of Moreno Valley during or prior to the Public Hearing.

ACCESSIBILITY: Upon request and 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 James Verdugo, ADA Coordinator, at (951) 413-3350 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Date and Time: July 14, 2022 at 7:00 p.m.
Location: City Hall Council Chamber
14177 Frederick Street, Moreno Valley, CA 92553
Planner: Julia Descoteaux Senior Planner
Contact: (951) 413-3206 or juliad@moval.org

	Press-Enterprise	July 1, 2022
Sean P. Kelleher	Newspaper	Date of Publication
Planning Official, Community Development Department		

Attachment: Exhibit B to 2022-XX Notice of Intent 06162022-Newspaper Notice07012022 (6001 : PEN20-0162 Moreno Business Center)

Mitigation Monitoring and Report Program (MMRP)

Moreno Valley Business Center Project Moreno Valley, California

Lead Agency

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Applicant

LDC Industrial Realty, LLC
555 N. El Camino, Suite A456
San Clemente, CA 92672

CEQA Consultant

T&B Planning, Inc.
3200 El Camino Real, Suite 100
Irvine, CA 92602

Lead Agency Discretionary Permits

General Plan Amendment (PEN20-0160)
Change of Zone (PEN20-0161)
Plot Plan (PEN20-0162)

June 2022

Attachment: Exhibit C to 2022-XX MMRP (6001 : PEN20-0162 Moreno Business Center)

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
Biological Resources					
<p>Threshold a & d: There is potential for the Project to impact protected nesting birds and migratory birds.</p>	<p>MM BR-1: Vegetation clearing and ground disturbance shall be prohibited during the migratory bird nesting season (January 31 through September 1), unless a migratory bird nesting survey is completed in accordance with the following requirements:</p> <p>a) A nesting bird survey shall be conducted on the Project site and within suitable habitat located within a 250-foot radius of the Project site by a qualified biologist within three (3) days prior to initiating vegetation clearing or ground disturbance.</p> <p>b) If the survey identifies the presence of active nests, then the nests shall not be disturbed unless the qualified biologist verifies through non-invasive methods that either (i) the adult birds have not begun egg-laying and incubation; or (ii) the juveniles from the occupied nests are capable of independent survival.</p> <p>c) If the biologist is not able to verify any of the conditions from sub-item “b,” above, then no disturbance shall occur within a buffer zone specified by the qualified biologist for each nest or nesting site. The buffer zone shall be species-appropriate (no less than 100-foot radius around the nest for non-raptors and no more than a 500-foot radius around the nest for</p>	Project Biologist	City of Moreno Valley Planning Division	Within three (3) days prior to initiating vegetation clearing or ground disturbance	Less than significant with mitigation incorporated

Attachment: Exhibit C to 2022-XX MMRP (6001 : PEN20-0162 Moreno Business Center)

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>raptors) and shall be sufficient to protect the nest from direct and indirect impacts from construction activities, The size and location of buffer zones, if required, shall be based on consultation with the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service and shall be subject to review and approval by the City of Moreno Valley. The nests and buffer zones shall be field checked weekly by a qualified biological monitor. The approved buffer zone shall be marked in the field with construction fencing, within which no vegetation clearing or ground disturbance shall commence until the qualified biologist with City concurrence verify that the nests are no longer occupied and/or juvenile birds can survive independently from the nests.</p>				
<p>Threshold f: There is a low potential for the burrowing owl to occur on the Project site; however, the Project Applicant is required to ensure compliance with the MSHCP's provisions for protecting the burrowing owl.</p>	<p>MM BR-2: Within 30 days prior to grading, a qualified biologist shall conduct a survey of suitable habitat on site and make a determination regarding the presence or absence of the burrowing owl. The determination shall be documented in a report and shall be submitted, reviewed, and accepted by the City of Moreno Valley prior to the issuance of a grading permit and subject to the following provisions:</p> <p>a) In the event that the pre-construction survey identifies no</p>	<p>Project Applicant, Project Biologist</p>	<p>City of Moreno Valley Planning Division</p>	<p>Within 30 days prior to grading</p>	<p>Less than significant with mitigation incorporated</p>

Attachment: Exhibit C to 2022-XX MMRP (6001 : PEN20-0162 Moreno Business Center)

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>burrowing owls on the property a grading permit may be issued without restriction.</p> <p>b) In the event that the pre-construction survey identifies the presence of at least one individual but less than three (3) mating pairs of burrowing owl, then prior to the issuance of a grading permit and prior to the commencement of ground-disturbing activities on the property, the qualified biologist shall passively or actively relocate any burrowing owls. Passive relocation, including the required use of one-way doors to exclude owls from the site and the collapsing of burrows, will occur if the biologist determines that the proximity and availability of alternate habitat is suitable for successful passive relocation. Passive relocation shall follow CDFW relocation protocol and shall only occur between September 15 and February 1. If proximate alternate habitat is not present as determined by the biologist, active relocation shall follow CDFW relocation protocol. The biologist shall confirm in writing that the species has fledged the site or been relocated prior to the issuance of a grading permit.</p> <p>c) In the event that the pre-construction survey identifies the presence of three (3) or more mating</p>				

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Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>pairs of burrowing owl, the requirements of MSCHP Species-Specific Conservation Objectives 5 for the burrowing owl shall be followed. Objective 5 states that if the site (including adjacent areas) supports three (3) or more pairs of burrowing owls and supports greater than 35 acres of suitable habitat, at least 90 percent of the area with long-term conservation value and burrowing owl pairs will be conserved onsite until it is demonstrated that Objectives 1-4 have been met. A grading permit shall be issued, either:</p> <p>i. Upon approval and implementation of a property-specific Determination of Biologically Superior Preservation (DBESP) report for the burrowing owl by the CDFW; or</p> <p>ii. A determination by the biologist that the site is part of an area supporting less than 35 acres of suitable Habitat, and upon passive or active relocation of the species following accepted CDFW protocols. Passive relocation, including the required use of one-way doors to exclude owls from the site and the collapsing of burrows, will occur if the biologist determines that the proximity and availability of alternate habitat is suitable for successful passive relocation. Passive</p>				

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Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	relocation shall follow CDFW relocation protocol and shall only occur between September 15 and February 1. If proximate alternate habitat is not present as determined by the biologist, active relocation shall follow CDFW relocation protocol. The biologist shall confirm in writing that the species has fledged the site or been relocated prior to the issuance of a grading permit.				
Cultural Resources					
<p>Threshold a: There is potential for buried historical deposits to be present on the Project site.</p> <p>Threshold b: There is potential for significant archaeological resources to be unearthed during ground-disturbing activities associated with Project construction.</p>	<p>MM CR-1: Prior to the issuance of a grading permit, the Developer shall retain a professional archaeologist to conduct monitoring of all ground disturbing activities. The Project Archaeologist shall have the authority to temporarily redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction. The Project Archaeologist, in consultation with the Consulting Tribe(s), including the Pechanga Band of Luiseño Indians and Soboba Band of Luiseño Indians, the contractor, and the City, shall develop a CRMP as defined in Mitigation Measure CR-3. The Project archaeologist shall attend the pre-grading meeting with the City, the construction manager and any contractors and will conduct a mandatory Cultural Resources Worker Sensitivity Training to those</p>	Project Developer; Project Archaeologist	City of Moreno Valley Planning Division	Prior the issuance of a grading permit	Less than significant with mitigation incorporated

Attachment: Exhibit C to 2022-XX MMRP (6001 : PEN20-0162 Moreno Business Center)

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>in attendance. The archaeological monitor shall have the authority to temporarily halt and redirect earth moving activities in the affected area in the event that suspected archaeological resources are unearthed.</p> <p>MM CR-2: Prior to the issuance of a grading permit, the Developer shall secure agreements with the Pechanga Band of Luiseño Indians and Soboba Band of Luiseño Indians for tribal monitoring. The City is also required to provide a minimum of 30 days' advance notice to the tribes of all ground disturbing activities. The Native American Tribal Representatives shall have the authority to temporarily halt and redirect earth moving activities in the affected area in the event that suspected archaeological resources are unearthed. The Native American Monitor(s) shall attend the pre-grading meeting with the Project Archaeologist, City, the construction manager and any contractors and will conduct the Tribal Perspective of the mandatory Cultural Resources Worker Sensitivity Training to those in attendance.</p> <p>MM CR-3: The Project Archaeologist, in consultation with the Consulting Tribe(s), the contractor, and the City, shall develop a CRMP in consultation</p>	<p>Project Developer; Project Construction Contractor; Project Archaeologist</p> <p>Project Archaeologist</p>	<p>City of Moreno Valley Planning Division and Land Development Division</p> <p>City of Moreno Valley Planning Division</p>	<p>Prior the issuance of a grading permit</p> <p>Prior the issuance of a grading permit</p>	

Attachment: Exhibit C to 2022-XX MMRP (6001 : PEN20-0162 Moreno Business Center)

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>pursuant to the definition in AB52 to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. A consulting Tribe is defined as a Tribe that initiated the AB 52 tribal consultation process for the Project, has not opted out of the AB52 consultation process, and has completed AB 52 consultation with the City as provided for in Cal Pub Res Code Section 21080.3.2(b)(1) of AB52. Details in the Plan shall include:</p> <ul style="list-style-type: none"> a) Project description and location; b) Project grading and development scheduling; c) Roles and responsibilities of individuals on the Project; d) The pre-grading meeting and Cultural Resources Worker Sensitivity Training details; e) The protocols and stipulations that the contractor, City, Consulting Tribe (s) and Project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation; f) The type of recordation needed for inadvertent finds and the stipulations of recordation of sacred items; and g) Contact information of relevant individuals for the Project. 				

Attachment: Exhibit C to 2022-XX MMRP (6001 : PEN20-0162 Moreno Business Center)

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>MM CR-4: In the event that Native American cultural resources are discovered during the course of ground disturbing activities (inadvertent discoveries), the following procedures shall be carried out for final disposition of the discoveries:</p> <p>a) One or more of the following treatments, in order of preference, shall be employed with the tribes. Evidence of such shall be provided to the City of Moreno Valley Planning Department:</p> <p>i. Preservation-In-Place of the cultural resources, if feasible. Preservation in place means avoiding the resources, leaving them in the place they were found with no development affecting the integrity of the resources.</p> <p>ii. Onsite reburial of the discovered items as detailed in the treatment plan required pursuant to Mitigation Measure CR-1. This shall include measures and provisions to protect the future reburial area from any future impacts in perpetuity. Reburial shall not occur until all legally required cataloging and basic recordation have been completed. No recordation of sacred items is permitted without the written consent of all Consulting Native American Tribal Governments as defined in</p>	<p>Project Developer; Project Archaeologist</p>	<p>City of Moreno Valley Planning Division</p>	<p>In the event that Native American cultural resources are discovered during the course of grading (inadvertent discoveries)</p>	

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Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>Mitigation Measure CR-3 The location for the future reburial area shall be identified on a confidential exhibit on file with the City, and concurred to by the Consulting Native American Tribal Governments prior to certification of the environmental document.</p> <p>MM CR-5: The City shall verify that the following note is included on the Grading Plan: "If any suspected archaeological resources are discovered during ground –disturbing activities and the Project Archaeologist or Native American Tribal Representatives are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the Project Archaeologist and the Tribal Representatives to the site to assess the significance of the find."</p> <p>MM CR-6: If potential historic or cultural resources are uncovered during excavation or construction activities at the project site that were not assessed by the archaeological report(s) and/or environmental assessment conducted prior to Project approval, all ground disturbing activities in the affected area within 100 feet of the uncovered resource must cease immediately and a qualified person meeting the Secretary of the Interior's standards</p>	<p>Project Developer; Project Archaeologist</p> <p>Project Developer; Project Archaeologist</p>	<p>City of Moreno Valley Planning Division and Land Development Division</p> <p>City of Moreno Valley Planning Division</p>	<p>Prior to the issuance of a grading permit</p> <p>In the event that cultural resources are discovered during the course of grading (inadvertent discoveries)</p>	

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Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>(36 CFR 61), Tribal Representatives, and all site monitors per the Mitigation Measures, shall be consulted by the City to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, or prehistoric resource. Further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation. Work shall be allowed to continue outside of the buffer area and will be monitored by additional archeologist and Tribal Monitors, if needed. Determinations and recommendations by the consultant shall be immediately submitted to the Planning Division for consideration, and implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all Consulting Native American Tribes as defined in CR-2 before any further work commences in the affected area. If the find is determined to be significant and avoidance of the site has not been achieved, a Phase III data recovery plan shall be prepared by the Project Archeologist, in consultation with the Tribe, and shall be submitted to the City for their review and approval</p>				

Attachment: Exhibit C to 2022-XX MMRP (6001 : PEN20-0162 Moreno Business Center)

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>prior to implementation of the said plan.</p> <p>MM CR-7: If human remains are discovered, no further disturbance shall occur in the affected area until the County Coroner has made necessary findings as to origin. If the County Coroner determines that the remains are potentially Native American, the California Native American Heritage Commission shall be notified within 24 hours of the published finding to be given a reasonable opportunity to identify the “most likely descendant”. The “most likely descendant” shall then make recommendations, and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98).</p> <p>MM CR-8: It is understood by all parties that unless otherwise required by law, the site of any reburial of Native American human remains or associated grave goods shall not be disclosed and shall not be governed by public disclosure requirements of the California Public Records Act. The Coroner, pursuant to the specific exemption set forth in California Government Code 6254 (r)., parties, and Lead Agencies, will be asked to withhold public disclosure information related to such reburial, pursuant to the specific exemption set forth in</p>	<p>Project Construction Contractor, County Coroner</p> <p>Project Developer, County Coroner</p>	<p>City of Moreno Valley Planning Division and Land Development Division</p> <p>City of Moreno Valley Planning Division and Land Development Division</p>	<p>If human remains are discovered</p> <p>If human remains are discovered</p>	

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>California Government Code 6254(r).</p> <p>MM CR-9: Prior to final inspection, the developer/permit holder shall prompt the Project Archeologist to submit two (2) copies of the Phase III Data Recovery report (if required for the Project) and the Phase IV Cultural Resources Monitoring Report that complies with the Community Development Department's requirements for such reports. The Phase IV report shall include evidence of the required cultural/historical sensitivity training for the construction staff held during the pre-grade meeting. The Community Development Department shall review the reports to determine adequate mitigation compliance. Provided the reports are adequate, the Community Development Department shall clear this condition. Once the report(s) are determined to be adequate, two (2) copies shall be submitted to the Eastern Information Center (EIC) at the University of California Riverside (UCR) and one (1) copy shall be submitted to the Consulting Tribe(s) Cultural Resources Department(s).</p>	<p>Project Developer; Project Archeologist</p>	<p>City of Moreno Valley Planning Division and Land Development Division</p>	<p>Prior to final inspection</p>	
Geology and Soils					
<p>Threshold f: There is potential for Project-related grading activities</p>	<p>MM GEO-1: Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Moreno Valley that a</p>	<p>Project Applicant; Project Construction</p>	<p>City of Moreno Valley Planning Division</p>	<p>Prior to the issuance of a grading permit</p>	<p>Less than significant with mitigation incorporated</p>

Attachment: Exhibit C to 2022-XX MMRP (6001 : PEN20-0162 Moreno Business Center)

Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
<p>to uncover and impact paleontological resources.</p>	<p>qualified paleontologist has been retained by the Project Applicant to conduct monitoring of excavation activities and has the authority to halt and redirect earthmoving activities in the event that suspected paleontological resources are unearthed.</p> <p>MM GEO-2: The paleontological monitor shall conduct full-time monitoring during grading and excavation operations in undisturbed, very old alluvial fan sediments at depths five or more feet below the existing ground surface and shall be equipped to salvage fossils if they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. The paleontological monitor shall be empowered to temporarily halt or divert equipment to allow of removal of abundant and large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or if present, are determined upon exposure and examination by qualified paleontological personnel to have a low potential to contain or yield fossil resources.</p>	<p>Contractor; Project Paleontologist</p> <p>Project Applicant; Project Construction Contractor; Project Paleontologist</p>	<p>City of Moreno Valley Planning Division</p>	<p>Concurrent with grading activities</p>	

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Impact	Mitigation Measure (MM)	Responsible Party	Monitoring Party	Implementation Stage	Level of Significance
	<p>MM GEO-3: Recovered specimens shall be properly prepared to a point of identification and permanent preservation, including screen washing sediments to recover small invertebrates and vertebrates, if necessary. Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage, such as the Western Science Museum in Hemet, California, is required for significant discoveries.</p> <p>MM GEO-4: A final monitoring and mitigation report of findings and significance shall be prepared, including lists of all fossils recovered, if any, and necessary maps and graphics to accurately record the original location of the specimens. The report shall be submitted to the City of Moreno Valley prior to building final.</p>	<p>Project Applicant; Project Construction Contractor; Project Paleontologist</p> <p>Project Applicant; Project Construction Contractor; Project Paleontologist</p>	<p>City of Moreno Valley Planning Division</p> <p>City of Moreno Valley Planning Division</p>	<p>Prior to grading permit final inspection</p> <p>Prior to building final</p>	

RESOLUTION NUMBER 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A PLOT PLAN (PEN20-0162 (PEN21-0079) FOR THE MORENO VALLEY BUSINESS CENTER FOR THE CONSTRUCTION OF A 164,187 SQUARE FOOT CONCRETE TILT-UP LIGHT INDUSTRIAL BUILDING LOCATED AT THE NORTHEAST CORNER OF ALESSANDRO BOULEVARD AND DAY STREET (APN'S 291-191-007 THROUGH -013 AND -025 THROUGH -029)

WHEREAS, the City of Moreno Valley ("City") is a general law city and a municipal corporation of the State of California; and

WHEREAS, LDC Industrial Realty LLC, ("Applicant") is seeking approval of a Plot Plan (PEN20-0162) ("Application"), which includes a 164,187 square foot light industrial building with associated public improvements ("Proposed Project"), located north side of Alessandro Boulevard at Day Street ("Project Site"); and

WHEREAS, Section 9.02.070 (Plot Plan) of the Moreno Valley Municipal Code acknowledges that the purpose of plot plans is to provide a mechanism by which all new construction of industrial, commercial or multiple-family residential can be reviewed when not subject to other discretionary review processes which have review authority over the Proposed Project's design; and

WHEREAS, the Application and Proposed Project has been evaluated in accordance with Section 9.02.070 (Plot Plan) of the Municipal Code with consideration given to the City's General Plan, Zoning Ordinance, and other applicable laws and regulations; and

WHEREAS, the Proposed Project was considered by the Planning Commission at a duly noticed public hearing conducted on July 14, 2022, at which time all interested persons were provided with an opportunity to testify and to present evidence, and the Planning Commission voted 3-1 to approve the Proposed Project; and

WHEREAS, on July 14, 2022, in accordance with the provisions of the California Environmental Quality Act (CEQA¹) and CEQA Guidelines,² the Planning Commission considered and approved Resolution 2022-33 adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Proposed Project, and Resolution 2022-35 approving the Proposed Project; and

WHEREAS, on July 25, 2022, two appeals (PAA22-0002 and PAA22-0003) were filed against the Planning Commission's decision; and

WHEREAS, Staff has presented for the City Council's consideration Conditions of Approval to be imposed upon the Plot Plan PEN20-0162 (PEN21-0079) which conditions

¹ Public Resources Code §§ 21000-21177

² 14 California Code of Regulations §§15000-15387

have been deemed necessary to protect the public health, safety, and welfare and ensure that the Proposed Project will be developed in accordance with the purpose and intent of Title 9 (Planning and Zoning) of the Municipal Code; and

WHEREAS, pursuant to the provisions of Section 9.02.200 (Public Hearing and Notification Procedures) of the Municipal Code and Government Code section 65905, a public hearing was scheduled for November 15, 2022, and notice thereof was duly published and posted, and mailed to all property owners of record within 600 feet of the Project Site; and

WHEREAS, at the conclusion of the public hearing, City Council adopted Resolution No. 2022-XX, denying both appeals, PAA22-0002 and PAA22-0003, and adopting a Mitigated Negative Declaration and Mitigation Monitoring Plan for Plot Plan PEN20-0162 (PEN21-0079); and

WHEREAS, consistent with the requirements of Section 9.02.070 (Plot Plan) of the Municipal Code, at the public hearing the City Council considered Conditions of Approval to be imposed upon Plot Plan PEN20-0162 (PEN21-0079), which conditions were prepared by Planning Division staff who deemed said conditions to be necessary to protect the public health, safety and welfare and to ensure the Proposed Project will be developed in accordance with the purpose and intent of Title 9 (“Planning and Zoning”) of the Municipal Code; and

WHEREAS, at the public hearing, the City Council considered whether each of the requisite findings specified in Section 9.02.070 of the Municipal Code and set forth herein could be made with respect to the proposed Project as conditioned by Conditions of Approval.

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

Section 1. Recitals and Exhibits

That the foregoing Recitals and attached Exhibits are true and correct and are hereby incorporated by this reference.

Section 2. Notice

That pursuant to Government Code section 66020(d)(1), notice is hereby given that the Proposed Project is subject to certain fees, dedications, reservations and other exactions as provided herein, in the staff report and conditions of approval (collectively, “Conditions”); and these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the ninety-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), has begun.

Section 3. Evidence

Attachment: 2022-XX Resolution Plot Plan [Revision 2] (6001 : PEN20-0162 Moreno Business Center)

That the City Council has considered all of the evidence submitted into the administrative record for the Proposed Project, including, but not limited to, the following:

- (a) Moreno Valley General Plan and all other relevant provisions contained therein;
- (b) Title 9 (Planning and Zoning) of the Moreno Valley Municipal Code and all other relevant provisions referenced therein;
- (c) Testimony, comments, and correspondence from all persons that were provided at, or prior to, the July 14, 2022 Planning Commission public hearing;
- (d) Appeals PAA22-0002 and PAA22-0003;
- (e) Application for the approval of Plot Plan PEN20-0162 (PEN21-0079) and all documents, records and references contained therein;
- (f) Conditions of Approval for Plot Plan PEN20-0162 (PEN21-0079), attached hereto as Exhibit A;
- (g) Staff Report prepared for the Planning Commission’s consideration and all documents, records, and references related thereto, and Staff’s presentation at the public hearing;
- (h) Testimony and/or comments from Applicant and its representatives during the public hearing; and
- (i) Testimony and/or comments from all persons that was provided in written format or correspondence, at, or prior to, the public hearing.

Section 4. Findings

That based on the foregoing Recitals and the Evidence contained in the Administrative Record as set forth above, the City Council makes the following findings in approving the Proposed Project (Plot Plan PEN20-0162 (PEN21-0079)):

- (a) The Proposed Project is consistent with the goals, objectives, policies and programs of the general plan;
- (b) The Proposed Project complies with all applicable zoning and other regulations;
- (c) The Proposed Project will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity; and
- (d) The location, design and operation of the Proposed Project will be compatible with existing and planned land uses in the vicinity.

Section 5. Approval

That based on the foregoing Recitals, Evidence contained in the Administrative Record and Findings set forth above, the City Council hereby approves the Proposed Project (Plot Plan PEN20-0162) subject to the Conditions of Approval for Plot Plan PEN20-0162 (PEN21-0079) attached hereto as Exhibit A.

Section 6. Repeal of Conflicting Provisions

Attachment: 2022-XX Resolution Plot Plan [Revision 2] (6001 : PEN20-0162 Moreno Business Center)

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

Section 7. Severability

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

Section 8. Effective Date

That this Resolution shall take effect immediately upon the date of adoption.

Section 9. Certification

That the City Clerk for the City Council shall certify to the passage of this Resolution.

PASSED AND ADOPTED THIS 15th day of November 2022

CITY OF MORENO VALLEY
CITY COUNCIL

Dr. Yxstian A. Gutierrez,
Mayor of the City of Moreno Valley

ATTEST:

Jane Halstead, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla,
Interim City Attorney

Exhibits:
Exhibit A: Conditions of Approval

Attachment: 2022-XX Resolution Plot Plan [Revision 2] (6001 : PEN20-0162 Moreno Business Center)

Exhibit A

CONDITIONS OF APPROVAL

Attachment: 2022-XX Resolution Plot Plan [Revision 2] (6001 : PEN20-0162 Moreno Business Center)

CONDITIONS OF APPROVAL

Plot Plan (PEN21-0079)

Page 1

CITY OF MORENO VALLEY
 CONDITIONS OF APPROVAL
 Plot Plan (PEN21-0079)

EFFECTIVE DATE:

EXPIRATION DATE:

COMMUNITY DEVELOPMENT DEPARTMENTPlanning Division

1. Any expansion to this use or exterior alterations will require the submittal of a separate application(s) and shall be reviewed and approved under separate permit(s). (MC 9.02.080)
2. The Developer shall defend, indemnify and hold harmless the City, city council, commissions, boards, subcommittees and the City's elected and appointed officials, commissioners, board members, officers, agents, consultants and employees ("City Parties") from and against any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following items: (i) any prior or current agreements by and among the City and the Developer; (ii) the current, concurrent and subsequent permits, licenses and entitlements approved by the City; (iii) any environmental determination made by the City in connection with the Project Site and the Project; and (iv) any proceedings or other actions undertaken by the City in connection with the adoption or approval of any of the above. In the event of any administrative, legal, equitable action or other proceeding instituted by any third party (including without limitation a governmental entity or official) challenging the legality, validity or adequacy of any of the above items or any portion thereof, the Parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, the City, at its sole option, may tender the complete defense of any third party challenge as described herein. In the event the City elects to contract with special counsel to provide for such a defense, the City shall meet and confer with the Developer regarding the selection of counsel, and the Developer shall pay all costs related to retention of such counsel by the City.
3. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)
4. The required parking for this use shall comply with the Parking Analysis on file and all applicable requirements of the City of Moreno Valley Municipal Code (MC

CONDITIONS OF APPROVAL

Plot Plan (PEN21-0079)

Page 2

9.11.040).

5. The site shall be developed in accordance with the approved plans on file in the Community Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Planning Official. (MC 9.14.020)
6. Any signs indicated on the submitted plans are not included with this approval. Any signs, whether permanent (e.g. wall, monument) or temporary (e.g. banner, flag), require separate application and approval by the Planning Division. No signs are permitted in the public right of way. (MC 9.12)
7. All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.
8. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)
9. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

Special Conditions

10. The site has been approved for an approximately 164,187 square foot light industrial building with associated on-site and off-site improvements per the approved plans and as conditioned. A change or modification shall require separate approval.
11. The property owner and/or applicant shall grant the City of Moreno Valley voting rights for their water shares in the Box Springs Mutual Water District.
12. Prior to issuance of grading permits, the developer or successor in interest shall file a lot merger/lot line adjustment to consolidate the subject site to be developed, into one contiguous parcel. The lot line adjustment/lot merger shall be recorded prior to issuance of building permits.

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13. The project shall be designed and constructed to meet LEED Silver Equivalent with evidence provided to the City.

Prior to Grading Permit

14. Prior to issuance of any grading permit, all Conditions of Approval, Mitigation Measures and Airport Land Use Commission Conditions of Approval shall be printed on the grading plans.
15. Prior to the issuance of grading permits, decorative (e.g. colored/scored concrete or as approve by the Planning Official) pedestrian pathways across circulation aisles/paths shall be provided throughout the development to connect dwellings with open spaces and/or recreational uses or commercial/industrial buildings with open space and/or parking. and/or the public right-of-way. The pathways shall be shown on the precise grading plan. (GP Objective 46.8, DG)
16. Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)
17. Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)
18. If potential historic, archaeological, Native American cultural resources or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area must cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be immediately submitted to the Planning Division for consideration, and implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered during grading and other construction excavation, no further disturbance shall occur until the County Coroner has made necessary findings as to origin. If the County Coroner determines that the remains are potentially Native American, the California Native American Heritage Commission shall be notified within 5-days of the published finding to be given a reasonable opportunity to identify the "most likely descendant." The "most likely descendant"

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shall then make recommendations, and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98). (GP Objective 23.3, CEQA).

19. Within thirty (30) days prior to any grading or other land disturbance, a pre-construction survey for Burrowing Owls shall be conducted pursuant to the established guidelines of Multiple Species Habitat Conservation Plan. The pre-construction survey shall be submitted to the Planning Division prior to any disturbance of the site and/or grading permit issuance.
20. Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Building and Safety Division for Planning Division review and approval as follows:
 - a. 3-foot high decorative wall, solid hedge or berm shall be placed in any setback areas between a public right of way and a parking lot for screening.
 - b. Any proposed retaining walls shall also be decorative in nature, while the combination of retaining and other walls on top shall not exceed the height requirement.
 - c. Proposed screening walls for truck loading areas and required loading docks shall also include decorative walls with pilasters or reveals with a height up to fourteen (14) feet to fully screen trucks as approved by the Community Development Director/Planning Official.
 - d. Walls and fences for visual screening are required when there are adjacent residential uses or residentially zone property. The height, placement, and design will be based on a site-specific review of the project. Per Planning Commission, the decorative walls along the eastern property line will be ten (10') feet in height. All walls are subject to the approval of the Planning Official. (MC 9.08.070)
21. Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:
 - a. The name (if applicable) and address of the development.
 - b. The developer's name, address, and a 24-hour emergency telephone number.

Prior to Building Permit

22. Prior to issuance of any Building permit, all Conditions of Approval, Mitigation Measures and Airport Land Use Commission Conditions of Approval shall be printed on the building plans.
23. Prior to issuance of any building permits, final landscaping and irrigation plans shall be submitted for review and approved by the Planning Division. After the third plan

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check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Requirements and shall include:

- a. A three (3) foot high decorative wall, solid hedge or berm shall be placed in any setback areas between a public right of way and a parking lot for screening.
- b. Finger and end planters with required step outs and curbing shall be provided every 12 parking stalls as well as at the terminus of each aisle.
- c. Drought tolerant landscape shall be used. No sod shall be installed)
- d. Street trees shall be provided every 40 feet on center in the right of way.
- e. On-site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of the perimeter of a parking lot and per thirty linear feet of a building dimension for the portions of the building visible from a parking lot or right of way. Trees may be massed for pleasing aesthetic effects.
- f. Enhanced landscaping shall be provided at all driveway entries and street corner locations. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view.
- g. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site.

24. Prior to issuance of building permits, the Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping. (GP Objective 43.30)
25. Prior to issuance of a building permit, the developer/property owner or developer's successor-in-interest shall pay all applicable impact fees due at permit issuance, including but not limited to Multi-species Habitat Conservation Plan (MSHCP) mitigation fees. (Ord)
26. Prior to building final, the developer/owner or developer's/owner's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), and the City's adopted Development Impact Fees. (Ord)
27. Prior to or at building plan check submittal, the elevation plans shall include decorative lighting sconces on all sides of the buildings of the complex facing a parking lot, courtyard or plaza, or public right of way or open space to provide up-lighting and shadowing on the structures. Include drawings of the sconce details for each building within the elevation plans, approved by the Planning

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Division prior to building permit issuance.

28. Detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be included in the Building Plans for review by the Planning Division. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used, shall include style, illumination, location, height and method of shielding per the City's Municipal Code requirements. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, 9.16.280)
29. Prior to issuance of building permits, screening details shall be addressed on the building plans for roof top equipment submitted for Planning Division review and approval through the building plan check process. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building.

Prior to Building Final or Occupancy

30. Prior to building final, all required landscaping and irrigation shall be installed per plan, certified by the Landscape Architect and inspected by the Planning Division. (MC 9.03.040, MC 9.17).
31. Prior to building final, Planning approved/stamped landscape plans shall be provided to the Community Development Department – Planning Division on a CD disk.
32. Prior to building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Planning Division. (MC 9.080.070).

COMMUNITY DEVELOPMENT DEPARTMENT**Building Division**

33. The proposed non-residential project shall comply with the latest Federal Law, Americans with Disabilities Act, and State Law, California Code of Regulations, Title 24, Chapter 11B for accessibility standards for the disabled including access to the site, exits, bathrooms, work spaces, etc.
34. Prior to submittal, all new development, including residential second units, are required to obtain a valid property address prior to permit application. Addresses can be obtained by contacting the Building Safety Division at 951.413.3350.

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35. Contact the Building Safety Division for permit application submittal requirements.
36. The proposed project will be subject to approval by the Box Springs Mutual Water Company and all applicable fees and charges shall be paid for water services prior to permit issuance. Contact the water company at 951.653.6419 for application requirements and specific details.
37. Any construction within the city shall only be as follows: Monday through Friday seven a.m. to seven p.m.(except for holidays which occur on weekdays), eight a.m. to four p.m.; weekends and holidays (as observed by the city and described in the Moreno Valley Municipal Code Chapter 2.55), unless written approval is first obtained from the Building Official or City Engineer.
38. Building plans submitted shall be signed and sealed by a California licensed design professional as required by the State Business and Professions Code.
39. The proposed development shall be subject to the payment of required development fees as required by the City's current Fee Ordinance at the time a building application is submitted or prior to the issuance of permits as determined by the City.
40. All new structures shall be designed in conformance to the latest design standards adopted by the State of California in the California Building Code, (CBC) Part 2, Title 24, California Code of Regulations including requirements for allowable area, occupancy separations, fire suppression systems, accessibility, etc.
41. The proposed non-residential project shall comply with California Green Building Standards Code, Section 5.106.5.3, mandatory requirements for Electric Vehicle Charging Station (EVCS).
42. The proposed project's occupancy shall be classified by the Building Official and must comply with exiting, occupancy separation(s) and minimum plumbing fixture requirements. Minimum plumbing fixtures shall be provided per the California Plumbing Code, Table 422.1. The occupant load and occupancy classification shall be determined in accordance with the California Building Code.
43. Prior to permit issuance, every applicant shall submit a properly completed Waste Management Plan (WMP), as a portion of the building or demolition permit process. (MC 8.80.030)
44. The proposed project is subject to approval by the Edgemont Community Services District and all applicable fees and charges shall be paid for sewer services prior to permit issuance. Contact the Edgemont Community at (951)784-2632 for application requirements and specific details.

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45. All new buildings 10,000 square feet and over, shall include building commissioning in the design and construction processes of the building project to verify that the building systems and components meet the owner's or owner representative's project requirements (OPR). All requirements in the California Green Building Standards Code, sections 5.410.2 - 5.410.2.6 must be met.

ECONOMIC DEVELOPMENT DEPARTMENT (EDD)

46. New Moreno Valley businesses may work with the Economic Development Department to coordinate job recruitment fairs.
47. New Moreno Valley businesses may adopt a "First Source" approach to employee recruitment that gives notice of job openings to Moreno Valley residents for one week in advance of public recruitment.
48. New Moreno Valley businesses are encouraged to hire local residents.
49. New Moreno Valley businesses are encouraged to provide a job fair flyer and/or web announcement to the City in advance of job recruitments, so that the City can assist in publicizing these events.
50. New Moreno Valley businesses may utilize the workforce recruitment services provided by the Moreno Valley Business & Employment Resource Center ("BERC").

The BERC offers free assistance to Moreno Valley businesses recruiting and training potential employees. Complimentary services include:

- Job Announcements
- Applicant testing / pre-screening
- Interviewing
- Job Fair support
- Training space

FIRE DEPARTMENT**Fire Prevention Bureau**

51. All Fire Department access roads or driveways shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])
52. The Fire Department emergency vehicular access road shall be (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention

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- Bureau. The approved fire access road shall be in place during the time of construction. Temporary fire access roads shall be approved by the Fire Prevention Bureau. (CFC 501.4, and MV City Standard Engineering Plan 108d)
53. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)
 54. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4)
 55. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (CFC 501.3)
 56. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1 and MVLT 440A-0 through MVLT 440C-0)
 57. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve inches in height. (CFC 505.1, MVMC 8.36.060[1])
 58. Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507, 501.3) a - After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.
 59. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in effect at the time of building plan submittal.
 60. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from

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- exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)
61. The Fire Code Official is authorized to enforce the fire safety during construction requirements of Chapter 33. (CFC Chapter 33 & CBC Chapter 33)
 62. Fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty-four (24) feet and an unobstructed vertical clearance of not less than thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])
 63. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9, MVMC 8.36.100[D])
 64. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060, CFC 501.4)
 65. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Code Official. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)
 66. The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with the C.F.C., MVMC, and NFPA 24. Fire hydrants shall be located no closer than 40 feet to a building. A fire hydrant shall be located within 50 feet of the fire department connection for buildings protected with a fire sprinkler system. The size and number of outlets required for the approved fire hydrants are (6" x 4" x 2 1/2" x 2 1/2") (CFC 507.5.1, 507.5.7, Appendix C, NFPA 24-7.2.3, MVMC 912.2.1)
 67. Fire Department access driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. (CFC 503 and MVMC 8.36.060, CFC 501.4)
 68. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.1 and 503.2.5)
 69. If construction is phased, each phase shall provide an approved emergency

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- vehicular access way for fire protection prior to any building construction. (CFC 501.4)
70. Plans for private water mains supplying fire sprinkler systems and/or private fire hydrants shall be submitted to the Fire Prevention Bureau for approval. (CFC 105 and CFC 3312.1)
 71. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering said waterflow for 2 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B)
 72. Dead-end streets and/or fire apparatus access roads in excess of 150 feet in length shall be provided with an approved turnaround for fire apparatus.
 73. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5)
 74. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall: a. Be signed by a registered civil engineer or a certified fire protection engineer; b. Contain a Fire Prevention Bureau approval signature block; and c. Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.
 75. Fire Flow Letter meeting the required values of 4000 gpm for a 4 hour duration at 20 psi residual pressure shall be provided at Building Architectural Review and before the release of project's building permits from local water purveyor.

FINANCIAL & MANAGEMENT SERVICES DEPARTMENT**Moreno Valley Utility**

76. This project requires the installation of electric distribution facilities. A non-exclusive easement shall be provided to Moreno Valley Utility and shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and

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meter reading.

77. This project requires the installation of electric distribution facilities. The developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer shall execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and/or concurrent with trenching operations and other improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer shall coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City all utility infrastructure including but not limited to, conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, and “bring-up” facilities including electrical capacity to serve the identified development and other adjoining, abutting, or benefiting projects as determined by Moreno Valley Utility – collectively referred to as “utility system”, to and through the development, along with any appurtenant real property easements, as determined by the City Engineer necessary for the distribution and/or delivery of any and all “utility services” to and within the project. For purposes of this condition, “utility services” shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. “Utility services” shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval.

The City, or the City’s designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer’s sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system.

78. Existing Moreno Valley Utility electrical infrastructure shall be preserved in place. The developer will be responsible, at developer’s expense, for any and all costs associated with the relocation of any of Moreno Valley Utility’s underground electrical distribution facilities, as determined by Moreno Valley Utility, which may be in conflict with any developer planned construction on the project site.
79. This project is subject to a Reimbursement Agreement. The Developer is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. Payment shall be required prior to issuance of building permits.

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PUBLIC WORKS DEPARTMENT**Land Development**

80. Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, shall be required prior to 90% security reduction or the end of the one-year warranty period of the public streets as approved by the City Engineer. If slurry is required, a slurry mix design shall be submitted for review and approved by the City Engineer. The latex additive shall be Ultra Pave 70 (for anionic) or Ultra Pave 65 K (for cationic) or an approved equal per the geotechnical report. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.
81. The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). [MC 9.14.010]
82. The final approved conditions of approval (COAs) issued and any applicable Mitigation Measures by the Planning Division shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plans.
83. The developer shall monitor, supervise and control all construction related activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:
- (a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.
 - (b) Observance of working hours as stipulated on permits issued by the Land Development Division.
 - (c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.
 - (d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements during the grading operations.
- Violation of any condition, restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedy as noted in City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

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84. Drainage facilities (e.g., catch basins, water quality basins, etc.) with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided.
85. In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. If unsuccessful, the Developer shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. [GC 66462.5]
86. If improvements associated with this project are not initiated within two (2) years of the date of approval of the Public Improvement Agreement (PIA), the City Engineer may require that the engineer's estimate for improvements associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the PIA or issuance of a permit. [MC 9.14.210(B)(C)]
87. The developer shall protect downstream properties from damage caused by alteration of drainage patterns (i.e. concentration or diversion of flow, etc). Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. [MC 9.14.110]
88. Public drainage easements, when required, shall be a minimum of 25 feet wide and shall be shown on the map and plan, and noted as follows: "Drainage Easement – no structures, obstructions, or encroachments by land fills are allowed." In addition, the grade within the easement area shall not exceed a 3:1 (H:V) slope, unless approved by the City Engineer.
89. The maintenance responsibility of the proposed storm drain line shall be clearly identified. Storm drain lines within private property will be privately maintained and those within public streets will be publicly maintained.
90. The proposed private storm drain system shall connect to the project's proposed public storm drain in Sherman Avenue, Day Street, and Alessandro Boulevard. A storm drain manhole shall be placed at the right of way line to mark the beginning of the publicly maintained portion of this storm drain.
91. This project shall submit civil engineering design plans, reports and/or documents

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(prepared by a registered/licensed civil engineer) for review and approval by the City Engineer per the current submittal requirements, prior to the indicated threshold or as required by the City Engineer. The submittal consists of, but is not limited to, the following:

- a. Parcel Map (recordation prior to building permit issuance);
- b. Rough grading with erosion control plan (prior to grading permit issuance);
- c. Precise grading with erosion control plan (prior to grading permit issuance);
- d. Street/storm drain with striping, RCFC & WCD storm drain, and sewer/water plans (prior to map approval);
- e. Final drainage study (prior to grading plan approval);
- f. Final WQMP (prior to grading plan approval);
- g. Easements, dedications, vacations, etc. (prior to building permit issuance);
- h. As-Built revision for all plans (prior to occupancy release).

Prior to Grading Plan Approval

92. Resolution of all drainage issues shall be as approved by the City Engineer.
93. A final detailed drainage study (prepared by a registered/licensed civil engineer) shall be submitted for review and approved by the City Engineer. The study shall include, but not be limited to: existing and proposed hydrologic conditions as well as hydraulic calculations for all drainage control devices and storm drain lines. The study shall analyze 1, 3, 6 and 24-hour duration events for the 2, 5, 10 and 100-year storm events [MC 9.14.110(A.1)]. A digital (pdf) copy of the approved drainage study shall be submitted to the Land Development Division.
94. Emergency overflow areas shall be shown at all applicable drainage improvement locations in the event that the drainage improvement fails or exceeds full capacity.
95. A final project-specific Water Quality Management Plan (WQMP) shall be submitted for review and approved by the City Engineer, which:
 - a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
 - b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
 - c. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
 - d. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division. A digital (pdf) copy of the approved final project-specific Water Quality Management Plan (WQMP) shall be submitted to

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the Land Development Division.

96. The developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:
- a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.
 - b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.
 - c. All improvement plans are substantially complete and appropriate clearance letters are provided to the City.
 - d. A soils/geotechnical report (addressing the soil's stability and geological conditions of the site) shall be submitted to the Land Development Division for review. A digital (pdf) copy of the soils/geotechnical report shall be submitted to the Land Development Division.
97. Grading plans (prepared by a registered/licensed civil engineer) shall be submitted for review and approved by the City Engineer per the current submittal requirements.
98. The developer shall select Low Impact Development (LID) Best Management Practices (BMPs) designed per the latest version of the Water Quality Management Plan (WQMP) - a guidance document for the Santa Ana region of Riverside County.
99. The developer shall submit recorded slope easements from adjacent property owners in all areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.
100. The developer shall pay all remaining plan check fees.
101. Landscape & Irrigation plans (prepared by a registered/licensed landscape architect) for water quality BMPs shall be submitted for review and approved by the City Engineer per the current submittal requirements, if applicable.
102. A Storm Water Pollution Prevention Plan (SWPPP) shall be prepared in conformance with the State's current Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request.
103. Any proposed trash enclosure shall include a solid cover (roof) and sufficient size for dual bin (one for trash and one for recyclables). The architecture shall be approved by the Planning Division and any structural approvals shall be made by the Building

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& Safety Division.

104. For projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB) which shall be noted on the grading plans.

Prior to Grading Permit

105. A receipt showing payment of the Area Drainage Plan (ADP) fee to Riverside County Flood Control and Water Conservation District shall be submitted. [MC 9.14.100(O)]
106. For non-subdivision projects, a copy of the Covenants, Conditions and Restrictions (CC&Rs) shall be submitted for review by the City Engineer. The CC&Rs shall include, but not be limited to, access easements, reciprocal access, private and/or public utility easements as may be relevant to the project.
107. Prior to the payment of the Development Impact Fee (DIF), the developer may enter into a DIF Improvement Credit Agreement to secure credit for the construction of applicable improvements. If the developer fails to complete this agreement prior to the timing specified above, credits may not be given. The developer shall pay current DIF fees adopted by the City Council. [Ord. 695 § 1.1 (part), 2005] [MC 3.38.030, 040, 050]
108. A digital (pdf) copy of all approved grading plans shall be submitted to the Land Development Division.
109. Security, in the form of a cash deposit (preferable), bond or letter of credit shall be submitted as a guarantee of the implementation and maintenance of erosion control measures. At least twenty-five (25) percent of the required security shall be in the form of a cash deposit with the City. [MC 8.21.160(H)]
110. Security, in the form of a cash deposit (preferable), bond or letter of credit shall be submitted as a guarantee of the completion of the grading operations for the project. [MC 8.21.070]
111. The developer shall pay all applicable inspection fees.
112. Prior to the payment of the Transportation Uniform Mitigation Fee (TUMF), the developer may enter into a TUMF Improvement Credit Agreement to secure credit for the construction of applicable improvements. If the developer fails to complete this agreement by the timing specified above, credits may not be given. The

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developer shall pay current TUMF fees adopted by the City Council. [Ord. 835 § 2.1, 2012] [MC 3.44.060]

Prior to Map Approval

113. The developer shall enter into a Cooperative Agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities required to be constructed as part of the project.
114. After recordation, a digital (pdf) copy of the recorded map shall be submitted to the Land Development Division.
115. Maps (prepared by a registered civil engineer and/or licensed surveyor) shall be submitted for review and approved by the City Engineer per the current submittal requirements.
116. The developer shall guarantee the completion of all related improvements required for this project by executing a Public Improvement Agreement (PIA) with the City and posting the required security. [MC 9.14.220]
117. All public improvement plans required for this project shall be approved by the City Engineer in order to execute the Public Improvement Agreement (PIA).
118. The developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside County Flood Control District regarding the construction of County Master Plan Facilities.

Prior to Improvement Plan Approval

119. The developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, all access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless otherwise approved by the City Engineer.
120. The developer shall submit clearances from all applicable agencies, and pay all applicable plan check fees.
121. The street improvement plans shall comply with current City policies, plans and applicable City standards (i.e. MVSI-160 series, etc.) throughout this project.
122. The design plan and profile shall be based upon a centerline, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment

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approved by the City Engineer.

123. Drainage facilities (i.e. catch basins, etc.) with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided.
124. The hydrology study shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of current City standards shall apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the City Engineer. [MC 9.14.110 A.2]
125. All public improvement plans (prepared by a licensed/registered civil engineer) shall be submitted for review and approved by the City Engineer per the current submittal requirements.
126. Any missing or deficient existing improvements along the project frontage shall be constructed or secured for construction. The City Engineer may require the ultimate structural section for pavement to half-street width plus 18 feet or provide core test results confirming that existing pavement section is per current City Standards; additional signing & striping to accommodate increased traffic imposed by the development, etc.
127. For non-subdivision projects, all street dedications shall be free of encumbrances, irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer.
128. The plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three (3) years old and recently slurry sealed streets less than one (1) year old. Pavement cuts may be allowed for emergency repairs or as specifically approved in writing by the City Engineer. Special requirements shall be imposed for repaving, limits to be determined by the City Engineer.
129. All dry and wet utilities shall be shown on the plans and any crossings shall be potholed to determine actual location and elevation. Any conflicts shall be identified and addressed on the plans. The pothole survey data shall be submitted to Land Development with the public improvement plans for reference purposes only. The developer is responsible to coordinate with all affected utility companies and bear all costs of any utility relocation.

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Prior to Encroachment Permit

- 130. A digital (pdf) copy of all approved improvement plans shall be submitted to the Land Development Division.
- 131. All applicable inspection fees shall be paid.
- 132. Any work performed within public right-of-way requires an encroachment permit.

Prior to Building Permit

- 133. An engineered-fill certification, rough grade certification and compaction report shall be submitted for review and approved by the City Engineer. A digital (pdf) copy of the approved compaction report shall be submitted to the Land Development Division. All pads shall meet pad elevations per approved grading plans as noted by the setting of "blue-top" markers installed by a registered land surveyor or licensed civil engineer.
- 134. For non-subdivision projects, the developer shall guarantee the completion of all related public improvements required for this project by executing a Public Improvement Agreement (PIA) with the City and posting the required security. [MC 9.14.220]
- 135. For Commercial/Industrial projects, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.
- 136. For non-subdivision projects, all street dedications shall be free of encumbrances, irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer.
- 137. A walk through with a Land Development Inspector shall be scheduled to inspect existing improvements within public right of way along project frontage. Any missing, damaged or substandard improvements including ADA access ramps that do not meet current City standards shall be required to be installed, replaced and/or repaired. The applicant shall post security to cover the cost of the repairs and complete the repairs within the time allowed in the public improvement agreement used to secure the improvements.
- 138. Certification to the line, grade, flow test and system invert elevations for the water quality control BMPs shall be submitted for review and approved by the City Engineer (excluding models homes).

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Prior to Occupancy

139. All required as-built plans (prepared by a registered/licensed civil engineer) shall be submitted for review and approved by the City Engineer per the current submittal requirements.
140. The final/precise grade certification shall be submitted for review and approved by the City Engineer.
141. For commercial, industrial and multi-family projects, in compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of certificate of occupancy issuance. Under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System (NPDES) as mandated by the Federal Clean Water Act, this project is subject to the following requirements:
- a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
 - i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
 - ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.
 - b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate of occupancy. [California Government Code & Municipal Code]
142. The developer shall complete all public improvements in conformance with current City standards, except as noted in the Special Conditions, including but not limited to the following:
- a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights (MVU: SL-2), signing, striping, under sidewalk drains, landscaping and irrigation, medians, pavement tapers/transitions and traffic control devices as appropriate.
 - b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.
 - c. City-owned utilities.
 - d. Sewer and water systems including, but not limited to: sanitary sewer, potable

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water and recycled water.

e. Under grounding of all existing and proposed utilities adjacent to and on-site.
[MC 9.14.130]

f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

143. For commercial, industrial and multi-family projects, a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant", "Maintenance Agreement for Water Quality Improvements located in the public right of way" and a "Declaration of Restrictive Covenants (encroachment on City easement)" shall be recorded to provide public notice of the maintenance requirements to be implemented per the approved final project-specific WQMP. A boilerplate copy of the covenants and agreements can be obtained by contacting the Land Development Division.
144. The applicant shall ensure the following, pursuant to Section XII. I. of the 2010 NPDES Permit:
- a. Field verification that structural Site Design, Source Control and Treatment Control BMPs are designed, constructed and functional in accordance with the approved Final Water Quality Management Plan (WQMP).
 - b. Certification of best management practices (BMPs) from a state licensed civil engineer. An original WQMP BMP Certification shall be submitted for review and approved by the City Engineer.
145. The Developer shall comply with the following water quality related items:
- a. Notify the Land Development Division prior to construction and installation of all structural BMPs so that an inspection can be performed.
 - b. Demonstrate that all structural BMPs described in the approved final project-specific WQMP have been constructed and installed in conformance with the approved plans and specifications;
 - c. Demonstrate that Developer is prepared to implement all non-structural BMPs described in the approved final project-specific WQMP; and
 - d. Demonstrate that an adequate number of copies of the approved final project-specific WQMP are available for future owners/occupants.
 - e. Clean and repair the water quality BMP's, including re-grading to approved civil drawing if necessary.
 - f. Obtain approval and complete installation of the irrigation and landscaping.
146. All outstanding fees shall be paid.

Special Conditions

147. Prior to improvement plan approval, pavement core samples of existing pavement shall be taken and findings submitted to the City for review and consideration of

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pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement structural section is found to be adequate, the developer may still be required to perform a 2 inch grind and overlay or slurry seal, depending on the severity of existing pavement cracking, as required by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall replace the pavement to meet or exceed the City's pavement structural section standard.

148. Prior to occupancy, a 24" reinforced concrete pipe (RCP) public storm drain shall be constructed in Sherman Avenue and Day Street. The proposed 24" RCP shall transition to a 30" RCP in Day Street, then to a 42" RCP in Alessandro Boulevard, after which it will terminate near the Old 215 Frontage Road, north of Alessandro Boulevard. Final design, sizing, and RCP termination point shall be coordinated with the City and Riverside County Flood Control and Water Conservation District (RCFC & WCD), and shall be as approved by the City Engineer.
149. Prior to occupancy, the following improvements shall be completed:
Alessandro Boulevard (134' R/W / 110' CC: 6-Lane Divided Arterial, City Standard No. MVS1-101A-0) shall be constructed to achieve a half-width of 55', full-width median, plus an additional 18' of pavement, along the entire project's south frontage. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, street lights, pedestrian ramps, and dry and wet utilities. Prior to improvement plan approval, the developer shall provide to the City Engineer the results of coring tests confirming that said existing pavement section has been constructed per City Standard No. MVS1-101A-0. Any missing or deficient improvements along the project's south frontage shall be constructed prior to issuance of a certificate of occupancy.
150. Prior to occupancy, the following improvements shall be completed:
Day Street (88' R/W / 64' CC: Arterial, City Standard No. MVS1-105A-1) shall be constructed to achieve a half-width of 34' plus 2 inch grind and overlay to the westerly gutter edge, along the entire project's west frontage. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition /joins to existing, street lights, pedestrian ramps, and dry and wet utilities. Prior to improvement plan approval, the developer shall provide to the City Engineer the results of coring tests confirming that said existing pavement section has been constructed per City Standard No. MVS1-105A-1. Any missing or deficient improvements along the project's west frontage shall be constructed prior to issuance of a certificate of occupancy.
151. Prior to occupancy, the following improvements shall be completed:
Sherman Avenue (60' R/W / 40' CC: Modified Local Street, City Standard No.

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MVSI-107A-0) shall be constructed to achieve a half-width of 20' plus 2 inch grind and overlay to the northerly edge of pavement, along the entire project's north frontage. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition /joins to existing, street lights, pedestrian ramps, and dry and wet utilities. Prior to improvement plan approval, the developer shall provide to the City Engineer the results of coring tests confirming that said existing pavement section has been constructed per City Standard No. MVSI-107A-0. Any missing or deficient improvements along the project's north frontage shall be constructed prior to issuance of a certificate of occupancy.

152. Prior to building permit issuance, the developer shall dedicate the following right of way to accommodate the required improvements:
- (a) The necessary street right of way dedication on the north side of Alessandro Boulevard (134' R/W / 110' CC: 6-Lane Divided Arterial, City Standard No. MVSI-101A-0) along project frontage.
 - (b) The necessary street right of way dedication on the east side of Day Street (88' R/W / 64' CC: Arterial, City Standard No. MVSI-105A-1) along project frontage.
 - (c) The necessary street right of way dedication on the south side of Sherman Avenue (60' R/W / 40' CC: Modified Local Street, City Standard No. MVSI-107A-0) along project frontage.
 - (d) A 4 foot minimum pedestrian right of way dedication behind any driveway approach per City Standard No. MVSI-112C-0 on Alessandro Boulevard, Day Street, and Sherman Avenue.
 - (e) Corner cutback right of way dedication per City Standard No. MVSI-165-0 on the northeast corner of Alessandro Boulevard and Day Street and on the southeast corner of Day Street and Sherman Avenue, as directed by the City Engineer.

Special Districts Division

153. ECSD Street Light Acknowledgement. Prior to the 1st Certificate of Occupancy, the Developer must submit an acknowledgement from Edgemont Community Services District confirming it has accepted all street lights required to be installed by this project into its system for ongoing maintenance. Said acknowledgement must be emailed to SDAdmin@moval.org. ECSD can be reached at 951.784.2411, P.O. Box 5436, Riverside, CA 92514.
154. Current Standards. The existing parkway/median along the frontage of the project shall be brought to current City Standards. Improvements may include but are not limited to: plant material, irrigation, and hardscape.
155. Maintenance Responsibility. The ongoing maintenance of any landscaping required to be installed behind the curb shall be the responsibility of the property owner.

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156. Bioretention Basin Maintenance. The ongoing maintenance of any bioretention basin, or other like water quality BMP constructed in the public right of way, shall be the responsibility of a property owner association or the property owner.
157. Damage. Any damage to existing landscape areas maintained by the City of Moreno Valley due to project construction shall be repaired/replaced by the Developer, or Developer's successors in interest, at no cost to the City of Moreno Valley.

Prior to Building Permit

158. CFD 2014-01. Prior to applying for the 1st Building Permit, the qualified elector (e.g. property owner) must initiate the process (i.e. pay the annexation fee, form an association to fund the services or fund an endowment) to provide an ongoing funding source for Landscape Maintenance Services for public parkway, traffic circle, open space, and/or median landscaping on Alessandro Blvd median.

This condition must be fully satisfied prior to issuance of the 1st Certificate of Occupancy. This condition will be satisfied with the successful annexation/formation (i.e. special election process) into a special financing district and payment of all costs associated with the special election process. Annexation into a special financing district requires an annual payment of the annual special tax, assessment, or fee levied against the property tax bill, or other lawful means, of the parcels of the project for such district. At the time of the public hearing to consider annexation into or formation of the district, the qualified elector(s) will not protest the annexation or formation, but will retain the right to object to any eventual tax/assessment/fee that is not equitable should the financial burden of the tax/assessment/fee not be reasonably proportionate to the benefit the affected property receives from the improvements to be installed and/or maintained or services provided. The special election requires a minimum 90-day process in compliance with the provisions of Article 13C of the California Constitution, Proposition 218, or other applicable legislation, and consistent with the scheduling for City Council meetings.

Alternatively, the condition can be satisfied by the Developer forming a property owner association that will be responsible for the improvements and any and all operation and maintenance costs for the improvements or by funding an endowment in an amount sufficient to yield an annual revenue stream that meets the annual obligation, as calculated by Special Districts Admin staff. The Developer must contact Special Districts Administration at 951.413.3470 or at SDAdmin@moval.org to satisfy this condition.

159. Major Infrastructure SFD Major Infrastructure Financing District. Prior to applying for the 1st Building Permit, the qualified elector (e.g. property owner) must initiate

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the process (i.e. pay the annexation fee or use the alternative identified at the time of the special financing district formation) to provide an ongoing funding source for the construction and maintenance of major infrastructure improvements, which may include but is not limited to thoroughfares, bridges, and certain flood control improvements. This condition will be applicable provided said district is under development at the time this project applies for the 1st Building Permit. This condition must be fully satisfied prior to issuance of the 1st Certificate of Occupancy. This condition will be satisfied with the successful annexation/formation (i.e. special election process) into a special financing district and payment of all costs associated with the special election process. Annexation into a special financing district requires an annual payment of the annual special tax, assessment, or fee levied against the property tax bill, or other lawful means, of the parcels of the project for such district. At the time of the public hearing to consider annexation into or formation of the district, the qualified elector(s) will not protest the annexation or formation, but will retain the right to object to any eventual tax/assessment/fee that is not equitable should the financial burden of the tax/assessment/fee not be reasonably proportionate to the benefit the affected property receives from the improvements to be installed and/or maintained or services provided. The special election requires a minimum 90-day process in compliance with the provisions of Article 13C of the California Constitution, Proposition 218, or other applicable legislation, and consistent with the scheduling for City Council meetings. An alternative to satisfying this condition will be identified at such time as a special financing district has been established. At the time of development, the developer must contact Special Districts Administration at 951.413.3470 or at SDAdmin@moval.org to determine if this condition is applicable.

160. NPDES Funding. Prior to applying for the 1st Building Permit and if the Land Development Division requires this project to provide a funding source for the City's National Pollutant Discharge Elimination System (NPDES) program, the qualified elector (e.g. property owner) must initiate the process (i.e. pay the balloting/annexation fee or fund an endowment) to provide an ongoing funding source for the NPDES program. This condition must be fully satisfied prior to issuance of the 1st Certificate of Occupancy. This condition will be satisfied with the successful special election process into the NPDES program, or other special financing district, and payment of all costs associated with the special election process. Participation in the NPDES program requires an annual payment of the annual special tax, assessment, rate or fee levied against the property tax bill, or other lawful means, of the parcels of the project for such district. At the time of the City Council action to consider the ballot/annexation into or formation of the district, the qualified elector(s) will not protest the ballot/annexation or formation, but will retain the right to object to any eventual tax/assessment/rate/fee that is not equitable should the financial burden of the tax/assessment/rate/fee not be reasonably proportionate to the benefit the affected property receives from the improvements to be installed and/or maintained or services provided. The special election requires a

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minimum 90-day process in compliance with the provisions of Article 13C of the California Constitution, Proposition 218, or other applicable legislation, and consistent with the scheduling for City Council meetings. (MC 3.50.050). Alternatively, the condition can be satisfied by the Developer funding an endowment in an amount sufficient to yield an annual revenue stream that meets the annual obligation, as calculated by Special Districts Admin staff. The Developer must contact Special Districts Administration at 951.413.3470 or at SDAdmin@moval.org to satisfy this condition.

161. Park Maintenance Funding. Prior to applying for the 1st Building Permit, the qualified elector (e.g. property owner) must initiate the process (i.e. pay the annexation fee or fund an endowment) to provide an ongoing funding source for the continued maintenance, enhancement, and/or retrofit of parks, open spaces, linear parks, and/or trails systems.

This condition must be fully satisfied prior to issuance of the 1st Certificate of Occupancy. This condition will be satisfied with the successful annexation/formation (i.e. special election process) into a special financing district and payment of all costs associated with the special election process. Annexation into a special financing district requires an annual payment of the annual special tax, assessment, or fee levied against the property tax bill, or other lawful means, of the parcels of the project for such district. At the time of the public hearing to consider annexation into or formation of the district, the qualified elector(s) will not protest the annexation or formation, but will retain the right to object to any eventual tax/assessment/fee that is not equitable should the financial burden of the tax/assessment/fee not be reasonably proportionate to the benefit the affected property receives from the improvements to be installed and/or maintained or services provided. The special election requires a minimum 90-day process in compliance with the provisions of Article 13C of the California Constitution, Proposition 218, or other applicable legislation, and consistent with the scheduling for City Council meetings.

Alternatively, the condition can be satisfied by the Developer funding an endowment in an amount sufficient to yield an annual revenue stream that meets the annual obligation, as calculated by Special Districts Admin staff. The Developer must contact Special Districts Administration at 951.413.3470 or at SDAdmin@moval.org to satisfy this condition.

162. Maintenance Services Funding. Prior to applying for the 1st Building Permit, the qualified elector (e.g. property owner) must initiate the process (i.e. pay the annexation fee or use the alternative identified at the time of the special financing district formation) to provide an ongoing funding source for the operation and maintenance of public improvements and/or services associated with impacts of the development. This condition will only be applicable provided said district is under development at the time this project applies for the 1st Building Permit.

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This condition must be fully satisfied prior to issuance of the 1st Certificate of Occupancy. This condition will be satisfied with the successful annexation/formation (i.e. special election process) into a special financing district and payment of all costs associated with the special election process. Annexation into a special financing district requires an annual payment of the annual special tax, assessment, or fee levied against the property tax bill, or other lawful means, of the parcels of the project for such district. At the time of the public hearing to consider annexation into or formation of the district, the qualified elector(s) will not protest the annexation or formation, but will retain the right to object to any eventual tax/assessment/fee that is not equitable should the financial burden of the tax/assessment/fee not be reasonably proportionate to the benefit the affected property receives from the improvements to be installed and/or maintained or services provided. The special election requires a minimum 90-day process in compliance with the provisions of Article 13C of the California Constitution, Proposition 218, or other applicable legislation, and consistent with the scheduling for City Council meetings.

An alternative to satisfying this funding source will be identified at such time as a special financing district has been established. At the time of development, the developer must contact Special Districts Administration at 951.413.3470 or at SDAdmin@moval.org to determine if this condition is applicable.

163. Public Safety Funding. Prior to applying for the 1st Building Permit, the qualified elector (e.g. property owner) must initiate the process (i.e. pay the annexation fee or use the alternative identified at the time of the special financing district formation) to provide an ongoing funding source for Public Safety services, which may include but is not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. This condition will only be applicable provided said district is under development at the time this project applies for the 1st Building Permit.

This condition must be fully satisfied prior to issuance of the 1st Certificate of Occupancy. This condition will be satisfied with the successful annexation/formation (i.e. special election process) into a special financing district and payment of all costs associated with the special election process. Annexation into a special financing district requires an annual payment of the annual special tax, assessment, or fee levied against the property tax bill, or other lawful means, of the parcels of the project for such district. At the time of the public hearing to consider annexation into or formation of the district, the qualified elector(s) will not protest the annexation or formation, but will retain the right to object to any eventual tax/assessment/fee that is not equitable should the financial burden of the tax/assessment/fee not be reasonably proportionate to the benefit the affected property receives from the improvements to be installed and/or maintained or services provided. The special election requires a minimum 90-day process in compliance with the provisions of Article 13C of the California Constitution, Proposition 218, or other applicable

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legislation, and consistent with the scheduling for City Council meetings.

An alternative to satisfying this condition will be identified at such time as a special financing district has been established. At the time of development, the developer must contact Special Districts Administration at 951.413.3470 or at SAdmin@moval.org to determine if this condition is applicable.

Transportation Engineering Division

164. Conditions of approval may be modified or added if a phasing plan is submitted for this development.
165. All project driveways shall conform to City of Moreno Valley Standard Plans No. MVSI-112C-0 for Commercial Driveway Approaches. Access at the driveways shall be as follows:
- Alessandro Boulevard driveway: Right-in, right-out access for passenger vehicles only. No truck access.
 - Day Street driveway (46-feet wide): Full access for passenger vehicles only. Right-in, left-out for trucks. A raised median at this driveway shall be constructed to prohibit trucks using Day street, north of the project.
 - Sherman Avenue driveway: Full access for emergency vehicles only. No automobile or truck ingress or egress. Signs shall be posted.
- NOTE: Truck directional signage per the approved signing and striping plan shall be installed.
166. All proposed on-site traffic signing and striping should be accordance with the latest California Manual on Uniform Traffic Control Devices (CAMUTCD).
167. Alessandro Boulevard is classified as a Divided Major Arterial (134'RW/110'CC) per City Standard Plan No. MVSI-101A-0. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility. Additional road improvements for the north side of Alessandro Boulevard, east of the project limit, shall be needed for a 10:1 transition pavement from ultimate street width along the project frontage to the existing edge of pavement east of the project site. A Class II bicycle lane shall be provided along the project frontage.
168. Day Street is classified as a Minor Arterial (88'RW/64'CC) per City Standard Plan No. MVSI-105A-2. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility. A Class III bike lane is required along the project frontage per the City's Bicycle Plan.
169. Sherman Avenue is classified as a modified Local (60'RW/40'CC) per City Standard Plan No. MVSI-107A-0. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

CONDITIONS OF APPROVAL

Plot Plan (PEN21-0079)

Page 30

- 170. Prior to final approval of any landscaping or monument sign plans, the project plans shall demonstrate that sight distance at the project driveways conforms to City Standard Plan No. MVSI-164A, B, C-0.
- 171. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets along the project's frontage.
- 172. Communication conduit along project frontages on Alessandro Boulevard and Day Street shall be required per City Standard Plan No. MVSI-186-0.

Prior to Building Permit

- 173. Prior to issuance of an encroachment permit for work within the public right-of-way, construction traffic control plans prepared by a qualified, registered Civil or Traffic Engineer shall be required for plan approval by the City Engineer.

Prior to Building Final or Occupancy

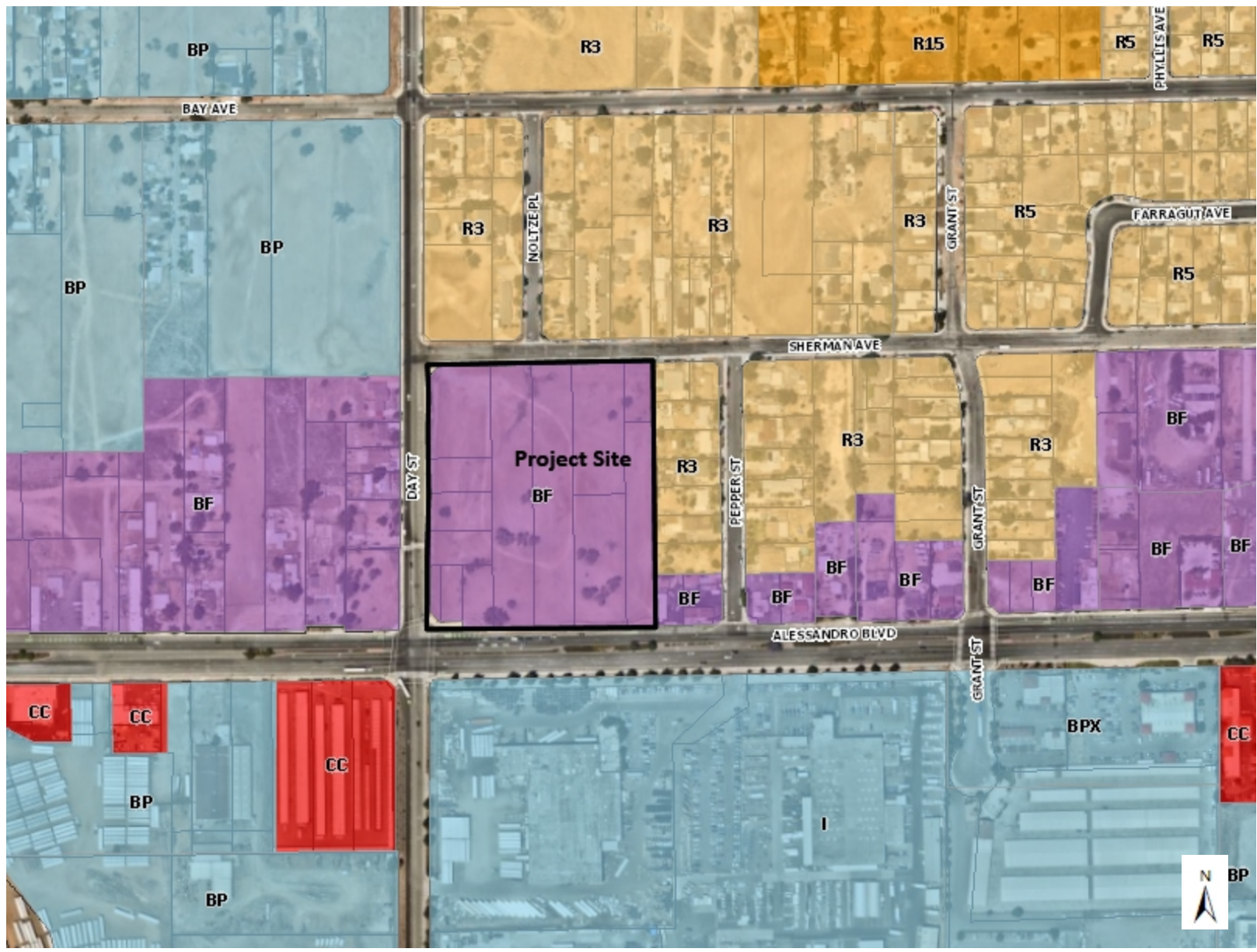
- 174. Prior to issuance of a Certificate of Occupancy, all approved street improvements shall be installed to the satisfaction of the City Engineer.
- 175. Prior to issuance of a Certificate of Occupancy, all approved signing and striping shall be installed per current City Standards.

PARKS & COMMUNITY SERVICES DEPARTMENT

- 176. This project is subject to current Development Impact Fees.



Zoning



Legend

Zoning

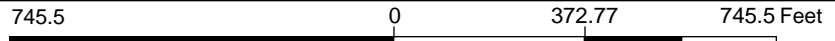
- Commercial
- Center Mixed Use
- Downtown Center
- Corridor Mixed Use
- Industrial/Business Park
- Public Facilities
- Highway Office/Commercial
- Office
- Business Flex
- Large Lot Residential
- Residential Agriculture 2 DU/AC
- Residential 2 DU/AC
- Suburban Residential
- Multi-family
- Open Space/Park

Road Labels

- Parcels
- City Boundary

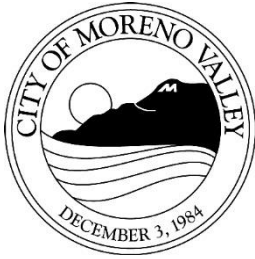
Image Source: Nearmap

Notes:



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

Attachment: Zoning Map (6001 : PEN20-0162 Moreno Business Center)



PLANNING COMMISSION

STAFF REPORT

Meeting Date: July 14, 2022

PROPOSED PLOT PLAN FOR THE MORENO VALLEY BUSINESS CENTER FOR A 164,187 SQUARE FOOT LIGHT INDUSTRIAL BUILDING IN THE BUSINESS FLEX DISTRICT (BF)

Case:	PEN20-0162 (Plot Plan)
Applicant:	LDC Industrial Realty LLC
Property Owner	Housing Authority
Representative	Larry Cochrun
Location:	North East Corner of Alessandro Boulevard and Day Street
Case Planner:	Julia Descoteaux
Council District:	1
Proposal:	The applicant is requesting Plot Plan approval for the development of a 164,187 square foot light industrial building.

SUMMARY

LDC Industrial Realty, LLC (“Applicant”) is requesting approval of a 164,187 square foot light industrial building on 8.2 acres located on the northeast corner of Alessandro Boulevard and Day Street in the Business Flex District.

PROJECT DESCRIPTION

Project

The Applicant is proposing the construction of a light industrial building, 164,187 square feet in size ("Proposed Project") with associated parking, landscape improvements, and off-site improvements. In addition, the Proposed Project will provide for the construction of an off-site storm drain segment and the upgrade to the water pump for the Box Springs Mutual Water Company.

Site/Surrounding Area

The approximately 8.2 acres is located at the north east corner of Alessandro Boulevard and Day Street.

The surrounding area includes existing single-family development to the north and east within the Residential 3 (R3) District. Properties to the west include a combination of vacant land and single-family residential development, legal non-conforming. Properties to the south are developed with Community Commercial (CC) to the southwest and Industrial to the southeast.

Access/Parking

The Proposed Project will take main access from Day Street, in and out of the truck court area, with automobile access, right-in and right-out on Alessandro Boulevard. By the design of the driveway, Sherman Avenue will have automobile access only.

Parking for both automobiles and trucks exceeds the City's Municipal Code requirements with 158 automobile and 28 truck spaces.

Design/Landscape

The Proposed Project's light industrial-type building incorporates a contemporary architectural design. Smoky blue tower elements provide a focal point with prominent vintage wood fiber siding sections, glass, mullions, grey-tinted windows, and metal awnings. The elements are included on the side elevations for the continuity of the building. The colors of off-white, taupe and warm grey provide the background for the vintage wood siding and flat metal awnings above the pained, which break up the massing of the buildings.

Extensive landscaping is provided along the building frontage in addition to the required front setback and right of way landscaping which includes plants, ground covers, street trees, and on-site trees.

REVIEW PROCESS

The Proposed Project has been considered by all appropriate agencies within and outside of the City, consistent with the standard review process required for these types of development applications. The Proposed Project was reviewed by the Project Review Staff Committee as required by the Municipal Code. Following subsequent revisions and review by various staff, the Project's entitlement package was deemed complete for

processing for Planning Commission review and approval of the Proposed Project as designed and conditioned.

ENVIRONMENTAL

An Initial Study was prepared by T&B Planning, Inc., in compliance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines. The Initial Study examined the Proposed Project's impacts on the environment. The Initial Study/Mitigation Negative Declaration (IS/MND) provides information in support of the finding that a Mitigated Negative Declaration serves as the appropriate CEQA documentation for the Proposed Project in that the Proposed Project, with the implementation of the proposed mitigation measures, will not have a significant effect on the environment. Technical studies prepared in support of the IS/MND include the following: Air Quality Impact Analysis, Mobile Source Health Risk Assessment, MSHCP General Biological Resources Assessment, Phase I Cultural Resources Survey, Energy Analysis, Geotechnical Engineering Investigation, Greenhouse Gas Analysis, Phase I Environmental Site Assessment Report, Paleontological Assessment, Preliminary Hydrology, Preliminary Water Quality Management Plan, Noise Impact Analysis, Supplemental Noise Analysis, Trip Generation & Scoping Memo, Vehicle Miles Traveled (VMT) Assessment, and Truck Turning Memo. The electronic files for the IS/MND with appendices are attached to this staff report. Anyone wishing to view the documents can also do so at City Hall.

Mitigation Measures are recommended for the Proposed Project in the following areas: Biological Resources, Cultural Tribal Resources, and Geology and Soils. The measures for Tribal resources have been included to address input from the Tribal governments. The measures are intended to ensure that potential resources that might be discovered are protected. However, these measures are not required to address a known significant impact. Based on the Initial Study, and the proposed mitigation measures, the Project will not cause any significant impacts or environmental damage.

The public comment period for the Notice of Availability for the Initial Study/Mitigated Negative Declaration began on June 16, 2022, and ends on July 6, 2022, which satisfies the required 20-day, review period. As of the preparation of this staff report, no comments have been received. Should comments regarding the Proposed Project be received prior to the Planning Commission they will be provided at the public hearing.

NOTIFICATION

Notice of the public hearing was sent to all property owners of record within 600 feet of the Project Site. The public hearing notice was also posted on the Project Site and published in the Press Enterprise newspaper.

REVIEW AGENCY COMMENTS

Staff has coordinated with outside trustee and responsible agencies where applicable, as is the standard review process with these types of development applications.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following actions:

- A. That the Planning Commission **ADOPT** Resolution No. 2022-33, attached hereto, **AND:**
 - 1. **APPROVE** the Initial Study/Mitigated Negative Declaration prepared for Plot Plan PEN20-0162 on file with the Community Development Department, incorporated herein by this reference, which was completed in compliance with CEQA and the CEQA Guidelines, and reflects that the Planning Commission reviewed and considered the information contained in the Initial Study/Mitigated Negative Declaration, and exercised its independent judgment and analysis of the proposed Project’s potential environmental impacts; and
 - 2. **ADOPT** the Mitigation Monitoring and Reporting Program prepared for the Project, which consists of Plot Plan PEN20-0162 pursuant to CEQA and the CEQA Guidelines.

- B. That the Planning Commission **ADOPT** Resolution No. 2022-35 attached hereto, **AND:**
 - 1. **APPROVE** Plot Plan PEN20-0162 based on the Recital, Evidence contained in the Administrative Records and Findings as set forth in Resolution No. 2020-35.

Prepared by:
Julia Descoteaux
Associate Planner

Approved by:
Sean P Kelleher
Planning Division Manager

ATTACHMENTS

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

- 1. 2022-33 Resolution IS-MND
- 2. 5_2022-35 Resolution Plot Plan_Final
- 3. Exhibit A to 2022-33 Moreno Valley Business Center IS MND
- 4. A1 - Air Quality Impact Analysis
- 5. A2 - Mobile Source Health Risk Assessment
- 6. A3 - Supplemental Air Quality Impact Analysis

Attachment: Planning Commission 07142022 Staff Report (6001 : PEN20-0162 Moreno Business Center)

7. A4 - Construction Health Risk Assessment
8. B - Biological Resources Assessment
9. C - Phase I Cultural Resources Survey
10. D - Geotechnical Investigation
11. E - Energy Analysis
12. F - Greenhouse Gas Analysis
13. G - Phase I Environmental Site Assessment
14. H - Paleontological Assessment
15. I1 - Preliminary Hydrology Calculations
16. I2 - Preliminary Water Quality Management Plan
17. J1 - Noise Impact Analysis
18. J2 - Supplemental Noise Analysis
19. K1 - Trip Generation & Scoping Memo
20. K2 - VMT Assessment
21. K3 - Truck Turning Memo
22. Exhibit B to 2022-33 Notice of Intent 06162022-Newspaper Notice07012022
23. Exhibit C to 2022-33 MMRP
24. Exhibit A to 2022-35 Conditions of Approval
25. Project Plans
26. Arch 1-Alessandro Blvd & Day St - View 1
27. Arch 2 - Alessandro Blvd Colored Elevation with Screenwall
28. Arch 3 - Alessandro Blvd Material Board
29. Color Site Plan - Alessandro Blvd & Day St -19142 _ Colored Site
30. DayAlessandro_Zoning
31. Public Comments PEN20-0162 ISMND

RESOLUTION NUMBER 2022-33

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING A MITIGATED NEGATIVE DECLARATION AND APPROVING A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE MORENO VALLEY BUSINESS CENTER PROJECT LOCATED AT THE NORTHEAST CORNER OF ALESSANDRO BOULEVARD AND DAY STREET (APN'S 291-191-007 THROUGH -013 AND -025 THROUGH -029)

WHEREAS, the City of Moreno Valley (“City”) is a general law city and a municipal corporation of the State of California, and the lead agency for the preparation and consideration of environmental documents for local projects that are subject to requirements of the California Environmental Quality Act (CEQA) and CEQA Guidelines; and

WHEREAS, LDC Industrial Realty, LLC., (“Applicant”) is seeking approval for the development of the Moreno Valley Business Center project on an 8.2-acre site that includes a Plot Plan (PEN20-0162) for an approximately 164,187 square foot light industrial building with associated public improvements (“Proposed Project”) located at the northeast corner of Alessandro Boulevard and Day Street (APN'S 291-191-007 through -013 and -025 through -029) “Project Site”); and

WHEREAS, Planning Division Staff completed an environmental assessment for the proposed Project, and, based on the assessment, decided to prepare an Initial Study (“IS”) and Mitigated Negative Declaration (“MND”) in accordance with Section 6 (Negative Declaration Procedures) of the City’s Rules and Procedures for the Implementation of the California Environmental Quality Act (CEQA) and the requirements of the CEQA Guidelines Sections 15070 – 15075; and

WHEREAS, a Notice of Intent to Adopt a Mitigated Negative Declaration was duly noticed and circulated for public review for a period of 20 days commencing on June 16, 2022, through July 6, 2022; and

WHEREAS, in conformance with CEQA and the CEQA Guidelines, a Mitigation Monitoring and Reporting Program (“MMRP”) that includes a program for reporting and monitoring Projects’ mitigation measures was prepared for the proposed Project and circulated with the Mitigated Negative Declaration; and

WHEREAS, on July 14, 2022, a hearing was conducted by the Planning Commission to consider and approve the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program and approval of the Proposed Project at which time the Planning Commission considered the Initial Study, Mitigated Negative Declaration, and the Mitigation Monitoring and Reporting Program, together with any comments received during the public review process and the responses prepared; and

¹ Public Resources Code §§ 21000-21177
¹ 14 California Code of Regulations §§15000-15387

Attachment: PC 2022-33 Resolution (6001 : PEN20-0162 Moreno Business Center)

WHEREAS, at the conclusion of the public hearing, in the exercise of its own independent judgment, the Planning Commission determined that the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program would reduce the environmental impacts of the Proposed Project to levels of insignificance and that there is no substantial evidence supporting a fair argument that the Proposed Project will have a significant effect on the environment that would otherwise require the preparation of an environmental impact report.

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

Section 1. Recitals and Exhibits

That the foregoing Recitals and attached exhibits are true and correct and are hereby incorporated by this reference.

Section 2. Evidence

That the Planning Commission has considered all the evidence submitted into the Administrative Record for the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, including, but not limited to, the following:

- (a) Mitigated Negative Declaration/Initial Study prepared for the proposed Project, attached hereto as Exhibit A;
- (b) Notice of Intent to Adopt a Mitigated Negative Declaration/Newspaper Notice, attached hereto as Exhibit B;
- (c) Mitigation Monitoring and Reporting Program, attached hereto as Exhibit C;
- (d) Staff Report prepared for the Planning Commission's consideration and all documents, records and references related thereto, and Staff's presentation at the public hearing; and
- (e) Testimony, comments and correspondence from all persons that were provided at, or prior to, the public hearing.

Section 3. Findings

That based on the content of the foregoing Recitals and the Evidence contained in the Administrative Record as set forth above, the Planning Commission makes the following findings:

- (a) That the City has independently reviewed, analyzed, and considered the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and the whole record before it, (including, the Initial Study and comments received) and, based on the foregoing, the Planning Commission hereby finds that all environmental impact of the Proposed Project, with mitigation measures, are below a level of significance and there is no substantial evidence supporting a fair argument that the Project will have a significant effect on the environment;

- (b) That the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program have been completed in compliance with the CEQA and are consistent with the City's Rules and Procedures for the implementation of the CEQA;
- (c) That the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program represent the independent judgment and analysis of the City as the lead agency for the proposed Project; and
- (d) That the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program are adequate to serve as the required CEQA environmental documentation for the proposed Project.

Section 4. Adoption

That based on the foregoing Recitals, Evidence contained in the Administrative Record and Findings, as set forth herein, the Planning Commission adopt the Mitigated Negative Declaration/Initial Study attached hereto as Exhibit A and the Mitigation Monitoring and Reporting Program attached hereto as Exhibit C.

Section 5. Repeal of Conflicting Provisions

That all the provisions as heretofore adopted by the Planning Commission that are in conflict with the provisions of this Resolution are hereby repealed.

Section 6. Severability

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

Section 7. Effective Date

That this Resolution shall take effect immediately upon the date of adoption.

Section 8. Certification

That the Secretary of the Planning Commission shall certify to the passage of this Resolution.

PASSED AND ADOPTED THIS 14th day of July, 2022

CITY OF MORENO VALLEY
PLANNING COMMISSION

Alvin DeJohnette, Chairperson

ATTEST:

Sean P. Kelleher,
Planning Official

APPROVED AS TO FORM:

Steven B. Quintanilla,
Interim City Attorney

Exhibits:

Exhibit A: Mitigated Negative Declaration/Initial Study

Exhibit B: Notice of Intent to Adopt a Mitigated Negative Declaration / Newspaper Notice

Exhibit C: Mitigation Monitoring Plan

Exhibit A
INITIAL STUDY

Exhibit B

**NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION /
NEWSPAPER NOTICE**

Attachment: PC 2022-33 Resolution (6001 : PEN20-0162 Moreno Business Center)

Exhibit C

MITIGATION MONITORING AND REPORTING PROGRAM

Attachment: PC 2022-33 Resolution (6001 : PEN20-0162 Moreno Business Center)

RESOLUTION NUMBER 2022-35

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A PLOT PLAN FOR THE MORENO VALLEY BUSINESS CENTER FOR THE CONSTRUCTION OF A 164,187 SQUARE FOOT CONCRETE TILT-UP LIGHT INDUSTRIAL BUILDING LOCATED AT THE NORTHEAST CORNER OF ALESSANDRO BOULEVARD AND DAY STREET (APN'S 291-191-007 THROUGH -013 AND -025 THROUGH -029)

WHEREAS, the City of Moreno Valley ("City") is a general law city and a municipal corporation of the State of California; and

WHEREAS, LDC Industrial Realty LLC., ("Applicant") is seeking approval of a Plot Plan (PEN20-0162)("Application"), which includes a 164,187 light industrial building with associated public improvements ("Proposed Project"), located north side of Alessandro Boulevard at Day Street ("Project Site"); and

WHEREAS, Section 9.02.070 (Plot Plan) of the Moreno Valley Municipal Code acknowledges that the purpose of plot plans is to provide a mechanism by which all new construction of industrial, commercial or multiple-family residential can be reviewed when not subject to other discretionary review processes which have review authority over the Proposed Project's design; and

WHEREAS, the Application has been evaluated in accordance with Section 9.02.070 (Plot Plan) of the Municipal Code with consideration given to the City's General Plan, Zoning Ordinance, and other applicable laws and regulations; and

WHEREAS, Section 9.02.070 of the Municipal Code imposes conditions of approval upon projects for which a Plot Plan is required, which conditions may be imposed by the Planning Commission to address on-site improvements, off-site improvements, the manner in which the site is used and any other conditions as may be deemed necessary to protect the public health, safety and welfare and ensure that the Proposed Project will be developed in accordance with the purpose and intent of Title 9 ("Planning and Zoning") of the Municipal Code; and

WHEREAS, Staff has presented for the Planning Commission's consideration Conditions of Approval to be imposed upon the Plot Plan which conditions have been deemed necessary to protect the public health, safety and welfare and ensure that the Proposed Project will be developed in accordance with the purpose and intent of Title 9 (Planning and Zoning) of the Municipal Code; and

WHEREAS, pursuant to the provisions of Section 9.02.200 (Public Hearing and Notification Procedures) of the Municipal Code and Government Code section 65905, a public hearing was scheduled for July 14, 2022 and notice thereof was duly published and posted, and mailed to all property owners of record within 600 feet of the Project Site; and

Attachment: PC 2022-35 Resolution (6001 : PEN20-0162 Moreno Business Center)

WHEREAS, on July 14, 2022 the public hearing to consider the Application was duly conducted by the Planning Commission at which time all interested persons were provided with an opportunity to testify and to present evidence; and

WHEREAS, consistent with the requirements of Section 9.02.070 (Plot Plan) of the Municipal Code, at the public hearing the Planning Commission considered Conditions of Approval to be imposed upon Plot Plan PEN20-0162 (PEN21-0079) for the Plot Plan, which conditions were prepared by Planning Division staff who deemed said conditions to be necessary to protect the public health, safety and welfare and to ensure the Proposed Project will be developed in accordance with the purpose and intent of Title 9 (“Planning and Zoning”) of the Municipal Code; and

WHEREAS, at the public hearing, the Planning Commission considered whether each of the requisite findings specified in Section 9.02.070 of the Municipal Code and set forth herein could be made with respect to the proposed Project as conditioned by Conditions of Approval; and

WHEREAS, on July 14, 2022, in accordance with the provisions of the California Environmental Quality Act (CEQA¹) and CEQA Guidelines,² the Planning Commission considered and approved Resolution 2022-33 certifying a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the proposed Project.

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

Section 1. Recitals and Exhibits

That the foregoing Recitals and attached Exhibits are true and correct and are hereby incorporated by this reference.

Section 2. Notice

That pursuant to Government Code section 66020(d)(1), notice is hereby given that the proposed Project is subject to certain fees, dedications, reservations and other exactions as provided herein.

Section 3. Evidence

That the Planning Commission has considered all of the evidence submitted into the administrative record for the Proposed Project, including, but not limited to, the following:

¹ Public Resources Code §§ 21000-21177

² 14 California Code of Regulations §§15000-15387

- (a) Moreno Valley General Plan and all other relevant provisions contained therein;
- (b) Title 9 (Planning and Zoning) of the Moreno Valley Municipal Code and all other relevant provisions referenced therein;
- (c) Application for the approval of Plot Plan PEN20-0162 (PEN21-0079) and all documents, records and references contained therein;
- (d) Conditions of Approval for Plot Plan PEN20-0162 (PEN21-0079), attached hereto as Exhibit A;
- (e) Staff Report prepared for the Planning Commission’s consideration and all documents, records and references related thereto, and Staff’s presentation at the public hearing;
- (f) Testimony and/or comments from Applicant and its representatives during the public hearing; and
- (g) Testimony and/or comments from all persons that was provided in written format or correspondence, at, or prior to, the public hearing.

Section 4. Findings

That based on the foregoing Recitals and the Evidence contained in the Administrative Record as set forth above, the Planning Commission makes the following findings in approving the Proposed Project (Plot Plan PEN20-0162 (PEN21-0079)):

- (a) The Proposed Project is consistent with the goals, objectives, policies and programs of the general plan;
- (b) The Proposed Project complies with all applicable zoning and other regulations;
- (c) The Proposed Project will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity; and
- (d) The location, design and operation of the Proposed Project will be compatible with existing and planned land uses in the vicinity.

Section 5. Approval

That based on the foregoing Recitals, Evidence contained in the Administrative Record and Findings set forth above, the Planning Commission hereby approves the Proposed Project (Plot Plan PEN20-0162) subject to the Conditions of Approval for Plot Plan PEN20-0162 attached hereto as Exhibit A.

Section 6. Repeal of Conflicting Provisions

That all the provisions as heretofore adopted by the Planning Commission that are in conflict with the provisions of this Resolution are hereby repealed.

Section 7. Severability

Attachment: PC 2022-35 Resolution (6001 : PEN20-0162 Moreno Business Center)

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

Section 8. Effective Date

That this Resolution shall take effect immediately upon the date of adoption.

Section 9. Certification

That the Secretary of the Planning Commission shall certify to the passage of this Resolution.

PASSED AND ADOPTED THIS 14th day of July 2022.

CITY OF MORENO VALLEY
PLANNING COMMISSION

Alvin DeJohnette, Chairperson

ATTEST:

Sean Kelleher, Planning Manager

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney

Exhibits:
Exhibit A: Conditions of Approval

Attachment: PC 2022-35 Resolution (6001 : PEN20-0162 Moreno Business Center)

Exhibit A
CONDITIONS OF APPROVAL

Attachment: PC 2022-35 Resolution (6001 : PEN20-0162 Moreno Business Center)



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: December 6, 2022

TITLE: PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT NO. 3 TO THE 2019-2020 ANNUAL ACTION PLAN CARES ACT AMENDMENT

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment No. 3 to the 2019-2020 Annual Action Plan CARES Act Amendment.
2. Review and adopt the proposed Substantial Amendment No. 3 to the 2019-2020 Annual Action Plan CARES Act Amendment.
3. Authorize a budget amendment as set forth in the fiscal impact section and authorize the Chief Financial Officer to reduce/de-obligate grant funds from previously awarded HUD funds.

SUMMARY

This report recommends that the City Council conduct a Public Hearing to Substantial Amendment No. 3 to the 2019-2020 Annual Action Plan CARES Act Amendment to include the following changes to the Emergency Solutions Grants Coronavirus Funds (ESG-CV) Grant:

The U.S Department of Housing and Urban Development (HUD), published notice CPD-22-06 on April 18, 2022, requiring immediate action to ensure compliance with drawdown requirements by June 16, 2022. Notice CPD-22-06 stated that HUD may recapture up to the difference between drawn funds and 50 percent of the total amount

of a recipient's first and second allocations of ESG-CV funds, if unspent by June 16, 2022.

Per HUD's direction, recipients from whom HUD have recaptured funds must amend their annual action plan to reflect the reduced grant amount and publish the updated plan online at the appropriate government website or through other electronic media.

The reduction/re-obligation of these funds were a result from a recapture of ESG-CV funding by HUD. There will be no additional impact to projects previously approved by the City Council.

DISCUSSION

As a recipient of federal grant funding, the City of Moreno Valley completes a five-year Consolidated Plan and an Annual Action Plan Update that details the use of the grant funds issued to the City by HUD. Under the City's Citizen Participation Plan, it is required that in cases where there are substantial changes to an approved Plan that City notify its citizens of the proposed amendment(s) and provide them the opportunity to comment by holding a Public Hearing, then submitting the Council-approved 'Substantial Amendment(s)' to HUD for final approval. Tonight's Public Hearing provides the opportunity for public comment and outlines the proposed Substantial Amendment No. 3 to the 2019-2020 Annual Action Plan CARES Act Amendment.

This staff report requests the City Council approve the Substantial Amendment No. 3 to the 2019-2020 Annual Action Plan CARES Act Amendment and reduce/de-obligate funding allocations as follows:

1. Reduce funding to United Ways of Inland Valleys Moval Rental Rescue Program by \$399,005
2. De-obligate funding to Remnant Life Street Outreach Program by \$47,495
3. De-obligate funding to Rising Star Business Academy Homeless Prevention Program by \$32,500, and
4. Reduce ESG-CV administration to City by \$53,787

ALTERNATIVES

Alternative 1. Conduct the Public Hearing, adopt the ESG-CV Substantial Amendment No. 3 to the 2019-2020 Annual Action Plan CARES Act Amendment; authorize the Chief Financial Officer to reduce/de-obligate grant funds from HUD-approved grant activities. *Staff recommends this action because it complies with HUD's substantial amendment requirements, would allow the City to meet the commitment goals established for the ESG-CV programs.*

Alternative 2: Decline to adopt the ESG-CV Substantial Amendment No. 3 to the 2019-2020 Annual Action CARES Act Amendment; do not authorize the Chief Financial Officer to reduce/de-obligate grant funds between HUD-approved grant activities. *Staff*

does not recommend this action because it would not allow the City to meet its upcoming commitment goals established for the ESG-CV programs.

FISCAL IMPACT

The reduction/de-obligation of the ESG-CV funds have been recaptured by HUD. The reduction/de-obligation of the ESG-CV funds will not impact any projects previously approved by the City Council. **This amendment would have no impact on the General Fund.**

The following reduction/de-obligation of grant funds is proposed:

Description	Fund	Section	Type (Rev/Exp.)	FY 22/23 Budget	Proposed Adjustments	FY 22/23 Amended Budget
Revenue	Fund 2514 ESG-CV	CARES Act – ESG-CV	Rev.	\$ 2,373,991	(\$ 532,787)	\$ 1,841,204
Project Expenditures	Fund 2514 ESG-CV	CARES Act – ESG-CV	Exp.	\$ 2,373,991	(\$ 532,787)	\$ 1,841,204

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise newspaper on November 3, 2022, and in the Spanish-language newspaper, La Prensa, November 4, 2022. As part of HUD's issued waivers of standard regulations for CARES Act funds, the official 30-day public review period was set in place from November 3, 2022, to December 3, 2022. Respondents were given the opportunity to provide comments via email, telephone, and in person. Staff would like to note that at the time of submission of this report there were no comments received from the public in either support or opposition these projects.

PREPARATION OF STAFF REPORT

Prepared By:
Felicia London
Purchasing & Sustainability Division Manager

Department Head Approval:
Brian Mohan
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

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. SA No.3-Public Notice-2019-20 AAP CARES Amendment No.3-ESGCV Recapture

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/23/22 9:56 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/23/22 11:08 AM



**NOTICE OF PUBLIC COMMENT PERIOD AND PUBLIC HEARING TO
ADOPT SUBSTANTIAL AMENDMENT NO. 3 TO THE 2019-2020 ANNUAL
ACTION PLAN CARES ACT AMENDMENT**

The City is proposing Substantial Amendment No. 3 to the 2019-2020 Annual Action Plan CARES Act Amendment (“the Amendment”). The Amendment is available for public review and comment for 30 days from November 3, 2022 through December 3, 2022. To view the Amendment 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.

About the proposed Amendment:

As a recipient of federal CARES Act ESG-CV grant funding in 2020, the City of Moreno Valley completed a CARES Amendment to the 2019-2020 Annual Action Plan (“CARES Amendment”) providing detailed use of the ESG-CV grant funds issued to the City by HUD. Under the City’s Citizen Participation Plan, it is required that in cases where there are substantial changes to an approved CARES Amendment that the City notify its citizens of the proposed amendment and provide them the opportunity to comment by holding a public hearing, then submitting the Council-approved amendment to HUD for final approval. The following changes summarize the proposed Substantial Amendment No. 3 to the 2019-2020 Annual Action Plan CARES Act Amendment:

- **Reduce/De-obligate ESG-CV Funding.** As result of the recapture of \$537,787.04 of ESG-CV funding by HUD in July 2022, reduce funding to United Way of Inland Valleys Moval Rental Rescue Program by \$399,005.00, de-obligate funding to Remnant Life Street Outreach Program by \$47,495.00, de-obligate funding to Rising Star Business Academy Homeless Prevention Program by \$32,500.00 and reduce ESG-CV administration to City by \$53,787.04.

The proposed amendment will be available for public review from November 3, 2022 through December 3, 2022. The City Council will hold a Public Hearing to receive comments and adopt the proposed Amendment on **Tuesday, December 6, 2022 at 6:00 p.m.** at the following location:

**City Council Chamber
Moreno Valley City Hall
14177 Frederick Street
Moreno Valley, CA 92552**

Citizens of the City of Moreno Valley and the general public are encouraged to attend. All persons interested in this matter may appear 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, Building and Safety Supervisor, at 951.413.3350 at least 72 hours before the activity. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility and participation.

Date Published: November 3, 2022

Attachment: SA No.3-Public Notice-2019-20 AAP CARES Amendment No.3-ESGCV Recapture (6010) : PUBLIC HEARING TO ADOPT



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: December 6, 2022

TITLE: PUBLIC HEARING FOR THE FIVE-YEAR CONSOLIDATED PLAN FOR PROGRAM YEARS 2023-2028 AND THE ANNUAL ACTION PLAN FOR PROGRAM YEAR 2023-2024 & TO ADOPT 2023-2024 OBJECTIVES AND POLICIES.

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow for the public to comment on the needs of low-and-moderate income residents in Moreno Valley.
2. Approve the proposed CDBG, HOME, and ESG Grant Objectives and Policies for the 2023-2024 Program Year.

SUMMARY

Every year, the Department of Housing and Urban Development (HUD) allocates federal grant monies to the City of Moreno Valley known as the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and the HOME Investment Partnership Program (HOME). These grants are used to provide services to benefit low-and-moderate income persons. (See Attachment 1 for the most recent income levels). Eligible CDBG activities range from social services to capital improvements to business and employment development. HOME funds must be used toward the development of affordable housing programs. HUD requires that cities concentrate their programs in areas determined to contain residents of which at least 51% earn low-to-moderate incomes. These areas are referred to as 'CDBG Target Areas. (See Attachment 2 for a map of Moreno Valley's CDBG Target Areas.)

As a condition for receiving Federal funding under the CDBG, ESG, and HOME Programs, grantee cities must prepare a Consolidated Plan and an Annual Action Plan. The City will conduct two public hearings and a 30-day comment period to allow for

public input in the development of these documents. The City Council is asked to open the PUBLIC HEARING to discuss and adopt Objectives/Policies and Collect Community Needs Comments. The Plan will address housing, homeless, community development and economic development needs to be undertaken with federal funds under the CDBG, ESG and HOME programs.

DISCUSSION

Consolidated Plan

The Consolidated Plan identifies the housing and community development needs of the City's low-and-moderate income community, as defined by HUD, and establishes the City's HUD-funded strategies for addressing these needs for a five-year period. It serves as the official application to HUD for the CDBG, ESG and HOME Programs. Moreno Valley's existing Consolidated Plan was adopted in FY 2018 and will remain in effect until June 30, 2023. The next Consolidated Plan will cover the five-year period from July 1, 2023, through June 30, 2028.

Needs Assessment

In addition to extensive research performed by the consultant, participation by community members is crucial in recognizing the most pressing housing and community development needs in the region. To solicit public input during the plan development two public hearings, and a 30-day comment period will be held.

Citizen input will be included in the public engagement section of the Consolidated Plan and will be used to help develop housing and community development needs, which will be summarized in the Needs Assessment section of the Consolidated Plan. Needs which have been determined to be a High Priority level will receive funding during the 2023-2028 Consolidated Plan period. Needs with a Low Priority may be funded based on the availability of funds.

Based on the purposes and goals of the HUD programs, the City intends to use the grant funds to coordinate programs, services, and projects to create a decent and suitable living environment to benefit low- and moderate-income households and those with special needs.

The priorities for each category in the 2023-2028 Consolidated Plan are listed below:

- CDBG Housing and Community Development Funding Priorities
 1. Capital Improvement Activities
 2. Economic Development Activities
 3. Health, Safety and Public Welfare
 4. Housing and Neighborhood Improvement Activities
 5. Historic Preservation
 6. Slum or Blight Activities

- CDBG Public Service Funding Priorities
 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
- HOME Investment Partnership Program (HOME) Funding Priorities
 1. Housing and Neighborhood Improvement Activities
- Emergency Solutions Grant (ESG) Funding Priorities
 1. Homeless/Homeless Prevention Activities

Strategic Plan

As part of the Consolidated Plan, a Strategic Plan will be developed that describes the following: general priorities for assisting households; programs to assist those households in need; and five-year objectives identifying proposed accomplishments. The Strategic Plan also addresses anti-poverty strategy; lead-based paint hazard reduction; reduction of barriers to affordable housing; and institutional processes/structure and coordination among agencies.

Annual Action Plan

For each Consolidated Plan year, entitlement cities must adopt a separate planning document called the Annual Action Plan. The Annual Action Plan identifies how the City will allocate both CDBG, ESG and HOME funds for the upcoming year while meeting the goals established in the Consolidated Plan. Each Annual Action Plan must include up-to-date Objectives and Policies for both CDBG, ESG and HOME Programs.

Prior to submittal of the FY 2023-2028 Annual Action Plan, the City will complete a series of sequential activities including three City Council meetings to:

1. Adopt current Objectives and Policies,
2. Recommend CDBG, ESG and HOME Project Selections to Council, and
3. Adopt the program year Annual Action Plan.

2023-2028 Recommendation of Priority Ranking under the 'Public Services' Objective.

An eligible use of CDBG monies is 'Public Services'. Public Services can include but not limited to food banks, homeless shelters, specialized counseling, foster youth services, etc. that benefit the City's low-income households. HUD limits the monies that can be used toward Public Services to 15% of the overall annual CDBG allocation, which for

Moreno Valley averages approximately \$1,900,000 per year. Because these particular monies are very limited and the demand is so high, staff has established a priority ranking within this objective category that assists in reaching decisions on which programs are best suited for the community within a given year.

After comprehensive research, including consideration of public input and review of various program reports, including those provided by the City's local non-profits currently serving the City's low-and-moderate income population, staff recommends the following priority ranking under the Public Service Objective:

1. Basic Needs Related 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

Public Engagement

Citizen participation is one of the most important components of the Consolidated Plan and Annual Action Plan process. To solicit public input during the development of the plans, two public hearings and a 30-day comment period will be administered. Before the City can begin the project selection process for CDBG, ESG, and HOME, HUD requires the City to complete a mandatory 'Citizen Participation Process' and adopt objectives and policies that reflect the current needs of the community.

Moreno Valley's 'Citizen Participation Process'

The 'Citizen Participation Process' is intended to encourage active and informed participation in the CDBG, ESG, and HOME programs by the community. Each year as part of this process, Moreno Valley holds community-based meetings and Public Hearings to receive input on the current needs of its low-to-moderate income residents. Attendees are asked to comment on issues and problems affecting low-to-moderate income persons so that the City make informed funding decisions.

Comments received at these meetings are taken into consideration when forming the Objectives and Policies for the program year.

Purpose of Objectives and Policies

In accordance with HUD's requirements, Moreno Valley's Objectives and Policies must be re-evaluated each year to ensure they adequately reflect the current needs of the community. The updated Objectives and Policies must then be adopted by the City Council for the upcoming CDBG, ESG, and HOME program year. Objectives and Policies primarily focus on: (1) defining the City's funding priorities, (2) offering project

selection criteria, and (3) providing guidance for staff when reviewing and recommending programs and projects for funding. Both are distributed to non-profit agencies who are interested in applying for funding to develop a local social service program in Moreno Valley and convey important information about the eligible categories of programs and the City's priorities for local organizations.

30-Day Public Comment Period

In accordance with the City's Citizen Participation Plan, the City will release the draft 2023-2028 Five-Year Consolidated Plan and draft 2023-2024 Action Plan for public comment. The documents will be made available to the public for a 30-day review and comment period beginning on March 3, 2023 and ending on May 1, 2023.

ALTERNATIVES

The City Council has the following alternatives:

1. City Council may conduct a Public Hearing, receive comments, and adopt the proposed CDBG, ESG, and HOME Objectives and Policies as listed on Attachment 3. The City Council may amend or reprioritize any of the proposed Objectives and Policies. Staff recommends this alternative as doing so will meet HUD's requirements, as well as provide the public and staff with direction regarding funding proposals for FY 2023-2024.
2. City Council may choose not to adopt the proposed CDBG, and HOME Objectives and Policies as listed on Attachment 3. Staff does not recommend this alternative because it would delay the necessary measures to meet HUD's established deadline for submission of these documents.

FISCAL IMPACT

The City, as an entitlement city for CDBG, ESG, and HOME funds, receives grant funds every year to carry out eligible housing and community development activities. Further, staffing costs for administering the CDBG, ESG, and HOME programs are covered by an administration cap within each program. No General Fund money is used for the CDBG or HOME programs; therefore, there is **NO FISCAL IMPACT TO THE GENERAL FUND.**

NOTIFICATION

Notice of this meeting was published in the local edition of the Press-Enterprise newspaper on November 3, 2022.

PREPARATION OF STAFF REPORT

Prepared By:
Felicia London
Purchasing & Sustainability Division Manager

Department Head Approval:
Brian Mohan
Assistant City Manager/Chief Financial Officer

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

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

- 1. Attachment 1_2022 HUD Income Limits
- 2. Attachment 2_CDBG HUD Tracts
- 3. Attachment 3_Policies and Objectives

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/23/22 8:03 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	11/23/22 9:32 AM

CDBG 2022 INCOME LIMITS

Revised Annually by the Dept. of Housing & Urban Development (HUD)

Annual Income Level	% of Area Median	Number of Persons in Household							
		1	2	3	4	5	6	7	8
Extremely Low Income	30%	\$ 18,500	\$ 21,150	\$ 23,800	\$ 26,400	\$ 28,550	\$ 30,650	\$ 32,750	\$ 34,850
Very Low Income	50%	\$ 30,800	\$ 35,200	\$ 39,600	\$ 44,000	\$ 47,550	\$ 51,050	\$ 54,600	\$ 58,100
Low/Moderate Income	80%	\$ 49,300	\$ 56,350	\$ 63,400	\$ 70,400	\$ 76,050	\$ 81,700	\$ 87,300	\$ 92,950

Effective: June 15, 2022 <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

2022 ADJUSTED HOME INCOME LIMITS
Revised Annually by the Dept. of Housing & Urban Development (HUD)

Annual Income Level	Number of Persons in Household							
	1	2	3	4	5	6	7	8
Extremely Low Income (30%)	\$ 18,500	\$ 21,150	\$ 23,800	\$ 26,400	\$ 28,550	\$ 30,650	\$ 32,750	\$ 34,850
Very Low Income (50%)	\$ 30,800	\$ 35,200	\$ 39,600	\$ 44,000	\$ 47,550	\$ 51,050	\$ 54,600	\$ 58,100
60% Limits	\$ 36,960	\$ 42,240	\$ 47,520	\$ 52,800	\$ 57,060	\$ 61,260	\$ 65,520	\$ 69,720
Low/Moderate Income (80%)	\$ 49,300	\$ 56,350	\$ 63,400	\$ 70,400	\$ 76,050	\$ 81,700	\$ 87,300	\$ 92,950

Effective: June 15, 2022 https://www.huduser.gov/portal/datasets/home-datasets/files/HOME_IncomeLmts_State_CA_2022.pdf

ESG 30% Extremely Low Income

Median	Number of Persons in Household							
	1	2	3	4	5	6	7	8
\$ 87,400	\$18,500	\$21,150	\$23,800	\$26,400	\$28,550	\$30,650	\$32,750	\$34,850

Effective Date: April 18, 2022 <https://www.huduser.gov/portal/datasets/il/il22/IncomeLimits-30-FY22.pdf>

ESG-CV 50% Very Low Income

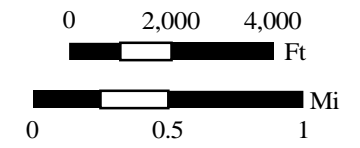
Median	Number of Persons in Household							
	1	2	3	4	5	6	7	8
\$ 87,400	\$ 30,800	\$ 35,200	\$ 39,600	\$ 44,000	\$ 47,550	\$ 51,050	\$ 54,600	\$ 58,100

Effective Date: April 18, 2022
<https://www.huduser.gov/portal/datasets/il/il2022/2022summary.odn>

City of Moreno Valley HUD Low-Mod Census Tracts/Blocks 2022

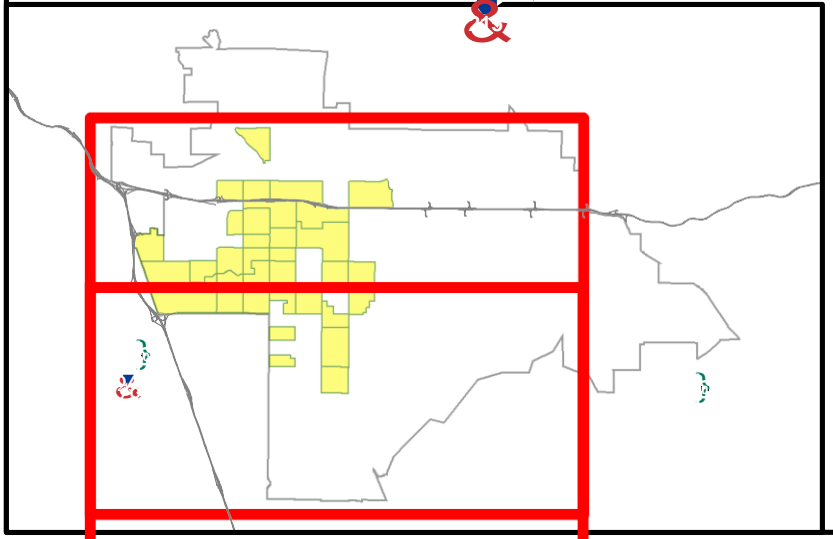
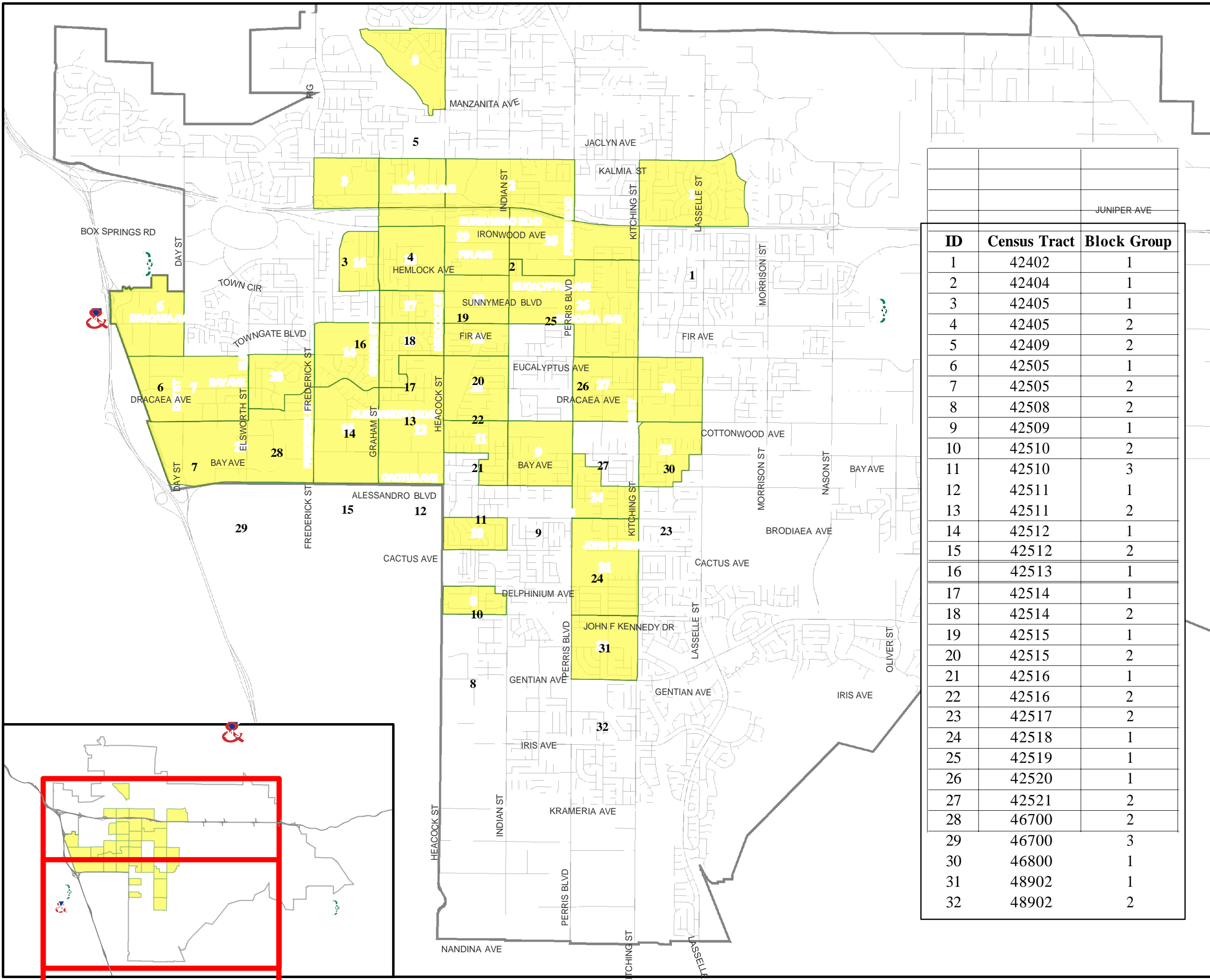
Effective Date: July 1, 2022

 HUD Low-Mod Tracts/BlkGrps



Map Produced by Moreno Valley Geographic Information System
Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\Divisions\Finance\2022\MXD\CDBG_HUD_Tracts080222B.mxd
02 August 2022

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



ID	Census Tract	Block Group
1	42402	1
2	42404	1
3	42405	1
4	42405	2
5	42409	2
6	42505	1
7	42505	2
8	42508	2
9	42509	1
10	42510	2
11	42510	3
12	42511	1
13	42511	2
14	42512	1
15	42512	2
16	42513	1
17	42514	1
18	42514	2
19	42515	1
20	42515	2
21	42516	1
22	42516	2
23	42517	2
24	42518	1
25	42519	1
26	42520	1
27	42521	2
28	46700	2
29	46700	3
30	46800	1
31	48902	1
32	48902	2

Attachment: Attachment 2_CDBG HUD Tracts (6015 : PUBLIC HEARING FOR THE FIVE-YEAR CONSOLIDATED PLAN FOR PROGRAM YEARS

FY 2023-2028 Proposed CDBG, HOME, & ESG Objectives and Policies

The City of Moreno Valley proposes to establish the following Objectives and Policies in order to give maximum priority to projects and activities that will benefit low-to-moderate income residents. Proposed programs for the upcoming year should fit into one of the categories of Program Objectives. CDBG programs must also fit into one of the listed National Objectives. Staff will abide to the given Policies when reviewing proposed programs for potential funding.

CDBG NATIONAL OBJECTIVES

In order for an activity or program to be eligible for CDBG funding, it must qualify as meeting one or more of the following three national objectives as well as one of the general program objectives below:

- 1) Activities Benefiting Low- and Moderate-income Persons and/or Households:
A low-to-moderate income person or household is one having an income equal to or less than the Section 8 lower income limits established by HUD. This objective includes direct services to the low-to-moderate income, services benefitting a low-income area, or 'limited clientele', who are designated groups presumed by HUD to automatically qualify as low-to-moderate income.
- 2) Activities Which Aid in the Prevention or Elimination of Slums or Blight:
This objective can be achieved on a spot basis, area basis, or address blight in a designated urban renewal area.
- 3) Activities Designed to Meet Community Development Needs Having a Particular Urgency: This objective is given priority under formally declared state of emergencies and is normally used to alleviate urgent conditions caused by major catastrophes, natural disasters, or other emergencies that presents a serious and immediate threat to the health and welfare of the community.

GENERAL PROGRAM OBJECTIVES *(listed alphabetically)*

Capital Improvement Activities

Acquisition, design, construction, and installation of needed public facilities and improvements located in CDBG income eligible Target Areas where infrastructure is missing or substandard. Public facilities and improvements may include ADA-compliant ramps and sidewalk improvements, storm drains, and water and sewer lines. Improvements shall facilitate pedestrian activity, eliminate flooding, and provide for safer streets within the Target Areas.

Economic Development Activities*

Expanded economic opportunities through micro-enterprise loan programs and counseling as well as employment and job skills programs to create and retain jobs for low-and-moderate persons.

Fair Housing Activities *

The promotion of housing choice and support of state and federal fair housing laws to ensure that all residents have access to a decent home in a suitable living environment in the City. Fair Housing activities are met by promoting and affirmatively furthering equitable housing opportunities through education, counseling, enforcement, and training.

This objective also includes the prevention of foreclosure through counseling, mediation, and case management for homeowners facing mortgage delinquency, default, or any stage of foreclosure, thereby maintaining safe, stable neighborhoods and community.

Health, Safety, and Public Welfare

Eliminating conditions which are detrimental to health, safety, and public welfare through interim rehabilitation, community policing, code enforcement, etc.

Historic Preservation*

Restoring and preserving properties formally designated as historic structures.

Homeless/Homeless Prevention Activities

Improve the quality of life for the city's homeless and those threatened with homelessness by extending emergency services aimed at assisting, protecting,

and improving the living conditions and ultimately stabilizing the housing situation of those individual(s).

Housing and Neighborhood Improvement Activities

Conserving and improving housing stock through rehabilitation of units occupied by low-and-moderate income households. Activities are designed to: (1) improve existing substandard or deteriorated housing stock that does not meet building, safety, or fire code and (2) achieve the goals identified in the City's Consolidated Plan.

Public Service Activities*

Improving the quantity and quality of public services, principally for low-and-moderate income persons, including the homeless, elderly, and disabled. The following services are identified by order of priority:

- (1) 'Basic Needs' Related 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

Slum or Blight Activities

Elimination of slums and blight in order to prevent the deterioration of City neighborhoods, principally in the CDBG Target Areas.

**** These activities pertain to the CDBG Program only.***

POLICIES

In order to meet the objectives and ensure efficient use of CDBG, HOME, and ESG funds, the following policies have been established:

City Projects and Programs

Certain public improvements, such as storm drains, curb, gutter, and sidewalks may at the Council's discretion be given priority and that provide long term benefits to improve low-and-moderate income CDBG Target Areas. Examples of these City sponsored programs include Code Enforcement activities, Community Policing, and Neighborhood Clean-ups.

Provider Collaboration

Providers (local non-profits) that intend to provide similar services and programs to Moreno Valley's low-and-moderate residents shall be given funding priority for combining resources and efforts into a single program. Providers complete and submit a single CDBG, ESG and HOME application on behalf of the collaborating group. Funding priority would be given at the time of application review in the form of extra points on their overall application.

Local Services

Providers that are located in the City will be given funding priority when they are providing services equivalent to those offered by providers located outside the City.

The ultimate goal is to have services available and accessible within the City limits to serve all residents, especially those of low-and-moderate income. Prior to final selection of projects, other factors such as track record and experience will need to be considered.

Minimum Grant Level

A minimum grant level of \$10,000 for CDBG, \$25,000 for HOME, and \$50,000 (excluding Homelessness Management Information Systems) for ESG has been established for the purpose of ensuring the most efficient use of these funds. Priority may be given to grant requests that exceed \$15,000, subject to staffing and administrative capabilities.

Project and Program Funding

Pre-existing Projects and Programs having other funding sources will be given priority. Grant funding is intended to supplement a project or a program and not be its full funding source.

Federal funding varies from year to year as do the needs of the community. It is therefore important for a project or proposal to sustain itself should City funding not be available. Such an approach will also provide for the maximum leveraging and impact.

Minimal Applicant Requirements

In order to ensure an applicant is adequately qualified to administer an activity per the federal statutes and regulations, a set of minimal applicant requirements shall be established for inclusion in the grant application. The requirements shall be reasonable and follow HUD recommendations. It is preferred that an applicant have a minimum of three years of successful grant management experience. This may be supported by written documentation, for example, conclusive audit results letter.

Multi-Year Contracts/Agreements

For CDBG and ESG, the City shall execute a standard subrecipient agreement and offer the possibility for a one-year extension. Extensions shall be issued only in instances where funding allows, the subrecipient has successfully completed the terms and performance goals in the agreement during the initial year and shall also be subject to City Council approval.

ESG Match Requirements

Federal regulations require a 100% match for the ESG program. The City shall require the subrecipient be responsible for the full match.

The match may be met with a combination of cash or in-kind services. In-kind matches (as defined by HUD), including in-kind volunteer hours, may not exceed 25% of the full match requirement.

Proof of 100% match is required prior to a notice to proceed and the execution of a contract with the City. Initial documentation of proof of match, including initial award letters, shall be provided with the application for evaluation. Final verifiable third-party documentation providing proof of award and availability of funds shall be provided before entering into contract with the City. If proof of award cannot be provided, then any award of ESG funds will be adjusted as necessary based on available match verified.

ESG Program Costs

The City must ensure that all costs charged to ESG are allowable, allocable and reasonable for the proper performance and administration of the award. Direct and indirect project costs should be reasonable relative to the total costs of the project. An approved indirect cost rate must be provided in order to recover indirect costs.

** These activities pertain to the CDBG Program only.*