



AGENDA - REVISED

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

May 21, 2019

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 Session

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

City Hall Council Chamber – 14177 Frederick Street

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

Dr. Yxstian A. Gutierrez, Mayor

Victoria Baca, Mayor Pro Tem
Ulises Cabrera, Council Member

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

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
May 21, 2019

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. 2019 Employee of the Quarter
2. Public Works Week Proclamation
3. 2018 MVPD Officer of the 4th Quarter
4. 2018 Firefighter of the Year

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

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

**REGULAR MEETING – 6:00 PM
MAY 21, 2019**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION

Pastor Lupe Gonzalez, Templo De Milagros

ROLL CALL

INTRODUCTIONS

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

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Sergeant-at-Arms. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council.

JOINT CONSENT CALENDARS (SECTIONS A-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 - STUDY SESSION - APR 9, 2019 6:00 PM

Recommendation: Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - REGULAR MEETING - APR 16, 2019 6:00 PM

Recommendation: Approve as submitted.

- A.4. MINUTES - CITY COUNCIL - CLOSED SESSION - MAY 7, 2019 4:30 PM

Recommendation: Approve as submitted.

- A.5. MINUTES - CITY COUNCIL - REGULAR MEETING - MAY 7, 2019 6:00 PM

Recommendation: Approve as submitted.

- A.6. APPROVE AN INCREASE TO BMW MOTORCYCLES OF RIVERSIDE ANNUAL PURCHASE ORDER FOR FY 2018-19 AND AUTHORIZE A PURCHASE ORDER FOR FY 2019-20 AND FY 2020-21 (Report of: Police Department)

Recommendations:

1. Authorize a change order to increase Blanket Purchase Order #2019-550 to BMW Motorcycles of Riverside from \$50,000 to \$70,000 for FY 2018/19 year-end expenses.
2. Authorize a purchase order to BMW Motorcycles of Riverside for \$70,000 per year, for FY 2019/20 and FY 2020/21. This purchase order will cover the cost associated with maintenance and repairs of the Traffic Divisions motorcycle fleet.

A.7. MAYORAL APPOINTMENTS TO THE PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE AND SENIOR CITIZENS' ADVISORY BOARD (Report of: City Clerk)

Recommendation:

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

PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE

<u>Name</u>	<u>Position</u>	<u>Term</u>
Christopher Melendrez	Member	Ending 06/30/21

SENIOR CITIZENS' ADVISORY BOARD

<u>Name</u>	<u>Position</u>	<u>Term</u>
Felipe Delao	Member	Ending 06/30/22

A.8. SECOND READING AND ADOPTION OF ORDINANCE NO. 954 APPROVING A CHANGE OF ZONE FROM RA-2 to R5 FOR PROPERTY LOCATED ON THE SOUTH SIDE OF COTTONWOOD AVENUE APPROXIMATELY 700 FEET EAST OF LASSELLE STREET (Report of: Community Development)

Recommendation:

1. That the City Council conduct the second reading by title only and adopt Ordinance No. 954.

A.9. APPROVE THE THIRD AMENDMENT TO AGREEMENT WITH DATA TICKET, INC. FOR ADMINISTRATIVE CITATION PROCESSING SERVICES (Report of: Community Development)

Recommendations:

1. Approve the Third Amendment to Agreement with Data Ticket, Inc. for Administrative Citation processing services.
2. Authorize the City Manager, or his designee, to execute the third amendment with Data Ticket, Inc. subject to the approval of the City Attorney.
3. Authorize an increase of \$211,400 to the not-to-exceed amount of the Agreement with Data Ticket, Inc. for Administrative Citation processing services to \$517,800 (\$225,000 for the original agreement plus \$81,400 for the second amendment plus \$211,400 [\$105,700 for FY19/20 and \$105,700 for FY20/21] for this third amendment).

4. Authorize the Purchasing Division Manager to approve a Purchase Order to Data Ticket, Inc. for Administrative Citation processing services for \$55,000 for FY2019/20, and approve a Purchase Order to Data Ticket, Inc. for Administrative Citation processing services for \$55,000 for FY2020/2021.

A.10. APPROVE THE THIRD AMENDMENT TO AGREEMENT WITH DATA TICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES (Report of: Community Development)

Recommendations:

1. Approve the Third Amendment to Agreement with Data Ticket, Inc. for Parking Control program services.
2. Authorize the City Manager, or his designee, to execute the third amendment with Data Ticket, Inc. subject to the approval of the City Attorney.
3. Authorize an increase of \$330,000 to the not-to-exceed amount of the Agreement with Data Ticket, Inc. for Parking Control program services to \$825,000 (\$495,000 for the original agreement plus \$330,000 [\$165,000 for FY19/20 and \$165,000 for FY20/21] for this third amendment)
4. Authorize the Purchasing Division Manager to approve a Purchase Order to Data Ticket, Inc. for Parking Control program services for \$165,000 for FY2019/20, and approve a Purchase Order to Data Ticket, Inc. for Parking Control program services for \$165,000 for FY2020/2021.

A.11. TR 24203 – APPROVE TRACT MAP 24203 LOCATED AT THE EAST SIDE OF PIGEON PASS ROAD AT LAWLESS ROAD. DEVELOPER: KB HOME COASTAL, INC. (Report of: Public Works)

Recommendations:

1. Approve Tract Map 24203.
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.12. AUTHORIZATION TO AWARD AGREEMENTS FOR PROFESSIONAL CONSULTANT SERVICES TO MULTIPLE CONSULTANTS FOR ON-CALL ENGINEERING PLAN CHECK SERVICES (Report of: Public Works)

Recommendations:

1. Approve separate Agreements for Professional Consultant Services with Charles Abbott Associates, Inc., Gong Enterprises, Inc., HR Green Pacific, Inc., Hunsaker & Associates Irvine, Inc., Interwest Consulting Group, Inc., and TKE Engineering, Inc. to provide on-call engineering plan check services to the Land Development Division, with each Agreement having a total not-to-exceed amount of \$500,000.00 for the life of the Agreement.
2. Authorize the City Manager to execute each Agreement.
3. Authorize the Chief Financial Officer to approve any related purchase orders, including those over \$100,000.00 for each consultant and subsequent related purchase orders, including those over \$100,000.00, for annual extensions up to a maximum of four annual extensions with each consultant, in accordance with the approved terms of the Agreements.
4. Authorize the Chief Financial Officer to make any necessary budget adjustment appropriations related to expenditures and the equal and offsetting revenues.
5. Authorize the Public Works Director/City Engineer to execute subsequent extensions and/or amendments to the Agreements, including the authority to authorize subsequent associated purchase orders in accordance with the terms of the Agreements, subject to the approval of the City Attorney, with a total contract length not-to-exceed five years.

A.13. APPROVAL OF CONTRACT AMENDMENT WITH LIBRARY SYSTEMS AND SERVICES FOR LIBRARY SERVICES (Report of: City Manager)

Recommendation:

1. Approve and authorize the City Manager to execute an amendment to the agreement with Library Systems and Services (LS&S) for additional hours of Library Services for an amount not to exceed \$176,000 (\$44,000 per year for four years).

- A.14. APPROVE THE FOURTH AMENDMENT TO THE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES FOR CENTERPOINTE BUSINESS PARK WITH HABITAT RESTORATION SCIENCES, INC. (Report of: Public Works)

Recommendations:

1. Approve the Fourth Amendment to the Agreement with Habitat Restoration Sciences, Inc. to continue to provide detention basin maintenance services;
2. Authorize the City Manager to execute Extension Agreement No. 4 with Habitat Restoration Sciences, Inc., subject to the approval of the City Attorney; and
3. Authorize the issuance of a purchase order to Habitat Restoration Sciences, Inc. in the amount of \$22,488.00 for Fiscal Year (FY) 2019/2020, in accordance with the approved terms of the Agreement.

- A.15. APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT FOR FIRE PROTECTION, FIRE PREVENTION, EMERGENCY MANAGEMENT, RESCUE, AND MEDICAL EMERGENCY SERVICES (Report of: Fire Department)

Recommendations:

1. Approve the Cooperative Agreement with the Riverside County Fire Department for Fire Protection, Fire Prevention, Emergency Management, Rescue and Medical Emergency Services.
2. Authorize the Mayor or designee to execute the Cooperative Agreement.

- A.16. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO. FOR ITS DEPLOYMENT PHASE 1B (PROJECT 808 0015) AND DYNAMIC TRAVELER ALERT MESSAGE BOARDS (PROJECT 808 0016) PROJECTS (Report of: Public Works)

Recommendations:

1. Reject the bid from Elecnor Belco Electric, Inc., for being non-responsive, waive any and all minor irregularities, and declare the bid by Ferreira Coastal Construction Co., 10370 Commerce Center Drive, Suite B-200, Rancho Cucamonga, CA 91730, to be the lowest responsible and responsive bid for the construction of the ITS Deployment Phase 1B and Dynamic Traveler Alert Message Boards projects, and reject all other bids;

2. Award a construction contract to Ferreira Coastal Construction Co. for the aforementioned projects in the amount of \$1,983,558.00 and authorize the City Manager to execute the contract;
3. Authorize the issuance of a Purchase Order to Ferreira Coastal Construction Co. in the amount of \$2,181,913.80 (\$1,983,558 bid amount plus a 10% contingency) when the contract has been signed by all parties; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract, not to exceed the contingency amount.

A.17. APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY FACILITIES DISTRICTS FOR FISCAL YEAR 2019/20 (Report of: Public Works)

Recommendations:

1. As the legislative body of the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2019-____, a Resolution of the City Council of the City of Moreno Valley, California, Approving the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) Maximum and Applied Special Tax Rates for Fiscal Year 2019/20, and Calculation Thereof.
2. As the legislative body of Moreno Valley Community Facilities District No. 4-Maintenance, adopt Resolution No. 2019-____, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Community Facilities District No. 4-Maintenance of the City of Moreno Valley Maximum and Applied Special Tax Rates For Fiscal Year 2019/20, and Calculation Thereof.
3. As the legislative body of Community Facilities District No. 5, adopt Resolution No. 2019-____, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Community Facilities District No. 5 of the City of Moreno Valley Maximum and Applied Special Tax Rates for Fiscal Year 2019/20, and Calculation Thereof.
4. As the legislative body of Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley, adopt Resolution No. 2019-____, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley Maximum and Applied Special Tax Rates For Fiscal Year 2019/20, and Calculation Thereof.

5. As the legislative body of Community Facilities District No. 87-1 (Towngate), adopt Resolution No. 2019-____, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Community Facilities District No. 87-1 Maximum and Applied Special Tax Rates for Fiscal Year 2019/20, and Calculation Thereof.
6. As the legislative body of Improvement Area No. 1 of Community Facilities District No. 87-1, adopt Resolution No. 2019-____, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Improvement Area No. 1 of Community Facilities District No. 87-1 of the City of Moreno Valley Maximum and Applied Special Tax Rates for Fiscal Year 2019/20, and Calculation Thereof.
7. Authorize the Chief Financial Officer to adjust the proposed special tax rates in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax does not exceed the maximum special tax and is in compliance with the Rate and Method of Apportionment of Special Tax for the district.

A.18. LIST OF PERSONNEL CHANGES (Report of: Human Resources)

Recommendation:

1. Ratify the list of personnel changes as described.

A.19. PAYMENT REGISTER - MARCH 2019 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

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 - STUDY SESSION OF APRIL 9, 2019 6:00 PM (See A.2)

Recommendation: Approve as submitted.

B.3. MINUTES - REGULAR MEETING OF APRIL 16, 2019 6:00 PM (See A.3)

Recommendation: Approve as submitted.

B.4. MINUTES - CLOSED SESSION OF MAY 7, 2019 4:30 PM (See A.4)

Recommendation: Approve as submitted.

B.5. MINUTES - REGULAR MEETING OF MAY 7, 2019 5:30 PM (See A.5)

Recommendation: Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

C.2. MINUTES - STUDY SESSION OF APRIL 9, 2019 6:00 PM (See A.2)

Recommendation: Approve as submitted.

C.3. MINUTES - REGULAR MEETING OF APRIL 16, 2019 6:00 PM (See A.3)

Recommendation: Approve as submitted.

C.4. MINUTES - CLOSED SESSION OF MAY 7, 2019 4:30 PM (See A.4)

Recommendation: Approve as submitted.

C.5. MINUTES - REGULAR MEETING OF MAY 7, 2019 5:30 PM (See A.5)

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 - STUDY SESSION OF APRIL 9, 2019 6:00 PM (See A.2)

Recommendation: Approve as submitted.

D.3. MINUTES - REGULAR MEETING OF APRIL 16, 2019 6:00 PM (See A.3)

Recommendation: Approve as submitted.

D.4. MINUTES - CLOSED SESSION OF MAY 7, 2019 4:30 PM (See A.4)

Recommendation: Approve as submitted.

D.5. MINUTES - REGULAR MEETING OF MAY 7, 2019 5:30 PM (See A.5)

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.Motion

Recommendation: Waive reading of all Ordinances.

E.2. MINUTES - STUDY SESSION OF APRIL 9, 2019 6:00 PM (See A.2)Motion

Recommendation: Approve as submitted.

E.3. MINUTES - REGULAR MEETING OF APRIL 16, 2019 6:00 PM (See A.3)Motion

Recommendation: Approve as submitted.

E.4. MINUTES - CLOSED SESSION OF MAY 7, 2019 4:30 PM (See A.4)Motion

Recommendation: Approve as submitted.

E.5. MINUTES - REGULAR MEETING OF MAY 7, 2019 5:30 PM (See A.5)Motion

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 HEARING TO CONTINUE MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL TAXES AND CHARGES FOR FISCAL YEAR 2019/20 (ZONES A, C, M, AND E) (Report of: Public Works)

Recommendations: That the CSD:

1. Conduct a Public Hearing to consider continuing the current Zones A, C, M, and E Moreno Valley Community Services District annual parcel taxes and charges as proposed for Fiscal Year 2019/20.
2. Adopt Resolution No. CSD 2019-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Maximum and Applied Parcel Tax for

Providing Zone A (Parks and Community Services) Services During Fiscal Year 2019/20, and Calculation Thereof.

3. Adopt Resolution No. CSD 2019-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Maximum and Applied Parcel Tax for Providing Zone C (Arterial Street and Intersection Lighting) Services During Fiscal Year 2019/20, and Calculation Thereof.
4. Adopt Resolution No. CSD 2019-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Maximum and Applied Parcel Charges for Providing Zone M (Commercial/Industrial/Multifamily Improved Median Maintenance) Services During Fiscal Year 2019/20, and Calculation Thereof.
5. Adopt Resolution No. CSD 2019-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Maximum and Applied Parcel Charges for Providing Zone E (Extensive Landscape Maintenance) Services During Fiscal Year 2019/20, and Calculation Thereof.
6. Authorize the Chief Financial Officer to adjust the proposed charges in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied charges do not exceed the maximum charges and are in compliance with the formation documents for each zone.

F.2. PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL CHARGES FOR FISCAL YEAR 2019/20 (ZONE D) (Report of: Public Works)

Recommendations: That the CSD:

1. Conduct a Public Hearing to consider continuing the current Zone D Moreno Valley Community Services District annual parcel charges as proposed for Fiscal Year 2019/20.
2. Adopt Resolution No. CSD 2019-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Maximum and Applied Parcel Charges for Providing Zone D (Parkway Landscape Maintenance) Services During Fiscal Year 2019/20, and Calculation Thereof.
3. Authorize the Chief Financial Officer to adjust the proposed charges in the event there are any parcel changes, clerical errors, or other

adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied charges do not exceed the maximum charges and are in compliance with the formation documents for Zone D.

F.3. PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL CHARGES FOR FISCAL YEAR 2019/20 (ZONE S) (Report of: Public Works)

Recommendations: That the CSD:

1. Conduct a Public Hearing to consider continuing the current Zone S Moreno Valley Community Services District annual parcel charges as proposed for Fiscal Year 2019/20.
2. Adopt Resolution No. CSD 2019-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Maximum and Applied Rate for Providing Zone S (Sunnymead Boulevard Maintenance) Services During Fiscal Year 2019/20, and Calculation Thereof.
3. Authorize the Chief Financial Officer to adjust the proposed charges in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied rate does not exceed the maximum rate, and is in compliance with the formation documents for Zone S.

F.4. PUBLIC HEARING FOR DELINQUENT NUISANCE ABATEMENTS CODE AND NEIGHBORHOOD SERVICES (Report of: Community Development)

Recommendation:

1. Conduct a public hearing and accept public testimony on delinquent nuisance abatement accounts.
2. Adopt Resolution No. 2019-XX. A Resolution of the City Council of the City of Moreno Valley, California, confirming Statements of Costs against real properties located in the City of Moreno Valley for the abatements of public nuisances, and directing that said Statements of Costs constitute a lien upon said properties.
3. Approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the Fiscal Year (FY) 2018/2019 Riverside County property tax roll for collection. A publication of the aforementioned has been posted for public review.

4. Direct the City Clerk to file with the Riverside County Assessor's office a certified copy of Resolution No. 2019-XX and the Property Assessment List as required by Section 6.04.120 of the City of Moreno Valley Municipal Code.

F.5. STATE ROUTE 60/WORLD LOGISTICS CENTER PARKWAY INTERCHANGE - PROJECT NO. 801 0052 (Report of: Public Works)

Recommendations: That the City Council:

1. Authorize the identification of Alternative 6 as the locally-preferred alternative in the Draft Initial Study/Environmental Assessment for the project;
2. Authorize the location change of the "gateway interchange" designation to SR-60/World Logistics Center Parkway and authorize the Public Works Director/City Engineer to amend the *Route 60 Corridor Master Plan for Aesthetics and Landscaping*;
3. Certify that the proposed declassification of landmark status and renaming of Theodore Street from State Highway Route 60 north to Hemlock Avenue has been determined to be exempt as defined under State California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), the General Rule "Common Sense" Exemption, in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment;
4. Approve Resolution No. 2019-XX: A Resolution of the City Council of the City of Moreno Valley, California, approving the extension of the declassification of landmark status for the name Theodore Street for that portion of the arterial from State Highway Route 60, north to Hemlock Avenue and approving the name change to World Logistics Center Parkway (WLC Parkway);
5. Authorize the Mayor to sign a letter to Caltrans requesting incorporation of the name change on the freeway signs; and
6. Direct staff to implement the name change in a cost effective manner.

F.6. PUBLIC HEARING TO CONFIRM A DIAGRAM AND ASSESSMENTS FOR LIGHTING MAINTENANCE DISTRICT NO. 2014-01 FOR FISCAL YEAR 2019/20 (RESO NO. CSD 2019-__) (Report of: Public Works)

Recommendations: That the CSD:

1. Conduct the Public Hearing on the proposed levy of real property assessments for Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.

2. Adopt Resolution No. CSD 2019-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Confirming a Diagram and Assessments for Fiscal Year 2019/20 in Connection with Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
 3. Authorize the Chief Financial Officer to adjust the proposed assessments in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the assessments were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied assessments do not exceed the maximum assessments and are in compliance with the formation documents for the district.
- F.7. PUBLIC HEARING REGARDING NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW AND EXISTING RESIDENTIAL, COMMON INTEREST, COMMERCIAL, INDUSTRIAL, AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2019-2020 ANNUAL RATES (Report of: Public Works)

Recommendations: That the City Council:

1. Conduct a Public Hearing to review and confirm annual regulatory rate schedule for the National Pollutant Discharge Elimination System Program for New Residential, Common Interest, Commercial, Industrial and Quasi-Public Land Uses.
2. Adopt Resolution No. 2019-XX. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Maximum and Applied National Pollutant Discharge Elimination System (NPDES) Regulatory Rates for New and Existing Residential, Common Interest, Commercial, Industrial, and Quasi-Public Use Development of the County of Riverside Property Tax Roll, and the calculation thereof.
3. Authorize the Chief Financial Officer to adjust the rates levied on the property tax bills in the event there are any parcel changes between the City Council meeting date and the date the fixed charges are submitted to the County of Riverside or other adjustments, provided the applied rate does not exceed the maximum rate, is in compliance with the ballot for each parcel, and is consistent with the adopted budget.

G. GENERAL BUSINESS

- G.1. APPROVE CIVIC CENTER PARK COMMUNITY DEMONSTRATION GARDEN PROJECT AND FUNDING PLAN (Report of: Parks & Community Services)

Recommendations:

1. Approve the Civic Center Park Community Demonstration Garden project and add the project to the City's current Capital Improvement Plan.
2. Approve the proposed funding plan as contained in the Fiscal Impact section of this report.

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

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

I.3. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

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

ADJOURNMENT

PUBLIC INSPECTION

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

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

CERTIFICATION

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

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Pat Jacquez-Nares, CMC & CERA
City Clerk

Date Posted: **May 17, 2019**

TO:

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: May 21, 2019

TITLE: 2019 EMPLOYEE OF THE QUARTER

RECOMMENDED ACTION

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

TO:
FROM: Pat Jacquez-Nares, City Clerk
AGENDA DATE: May 21, 2019
TITLE: PUBLIC WORKS WEEK PROCLAMATION

RECOMMENDED ACTION

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

TO:

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: May 21, 2019

TITLE: 2018 MVPD OFFICER OF THE 4TH QUARTER

RECOMMENDED ACTION

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

TO:
FROM: Pat Jacquez-Nares, City Clerk
AGENDA DATE: May 21, 2019
TITLE: 2018 FIREFIGHTER OF THE YEAR

RECOMMENDED ACTION

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

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

**STUDY SESSION – 6:00 PM
April 9, 2019**

CALL TO ORDER

The Study 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, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:15 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.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright.

ROLL CALL

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

INTRODUCTIONS

Staff:	Pat Jacquez-Nares	City Clerk
	Marshall Eyerman	Chief Financial Officer/City Treasurer
	Paul Early	Assistant City Attorney
	Tom DeSantis	City Manager

Minutes Acceptance: Minutes of Apr 9, 2019 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Allen Brock	Assistant City Manager
Mike Lee	Economic Development Director
Rick Sandzimier	Community Development Director
David Lelevier	Acting Chief of Police
Abdul Ahmad	Fire Chief
Kathleen Sanchez	Human Resources Director
Patti Solano	Parks & Community Services Director
Michael Wolfe	Public Works Director/City Engineer

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

Council Member Marquez exited the meeting at 6:17 pm.

Mayor Gutierrez opened the public comments portion of the meeting for items listed on the agenda only, which were received from Roy Bleckert (supports Item No. A.1) and Louise Palomarez (supports Item Nos. A.1 and A.2).

There being no further public comments in opposition or support, Mayor Gutierrez closed the public comments.

Roy Bleckert

Louise Palomares

A. BUSINESS

A.1. General Plan Process (Report of: Community Development)

Planning Official Nevins provided the report.

Community Development Director Sandzimier explained the difference between a General Plan update and General Plan amendment.

Mayor Gutierrez inquired as to when the input of a General Plan Committee would be obtained and expressed his support of a General Plan update.

Community Development Director Sandzimier stated that as the document develops they would solicit input from advisory committees.

Council Member Cabrera asked about the Visioning process identified in the report and communicated his desire for this step to occur prior to any updates to the General Plan.

Community Development Director Sandzimier explained the process.

Council Member Thornton expressed her support for Council Member Cabrera's proposal. She inquired as to the procurement of a consultant, when the City Council Members may provide their input, and the number of Study Sessions held regarding the General Plan.

Community Development Director Sandzimier replied that a consultant contract hasn't been issued, and explained the process.

Mayor Pro Tem Baca concurred with Council Member Cabrera's proposal.

With City Council consensus Mayor Gutierrez directed staff to commence the visioning process.

City Manager DeSantis remarked that an RFP would be available within a week to solicit Consultants.

A.2. Proposed Library Branch Overview (Report of: City Manager)

Strategic Initiatives Manager Hargis provided the report.

Council Member Cabrera indicated his support of the project.

Council Member Thornton conveyed her approval of the project.

Mayor Gutierrez suggested that the new branch include a more robust academic journal section.

Mayor Pro Tem Baca asked about the specifics of the proposed branch.

Strategic Initiatives Manager Hargis provided the details.

Mayor Gutierrez expressed his support of the project and with the support of the City Council directed staff to move the project forward.

A.3. City Manager Proposed Budget Overview Fiscal Years 2019/20-2020/21 (Report of: Financial & Management Services)

Chief Financial Officer/City Treasurer Eyerman provided the report.

Mayor Gutierrez questioned when the new positions mentioned in the report would be filled and what they entail.

Chief Financial Officer/City Treasurer Eyerman supplied the information.

Council Member Cabrera queried whether the proposed part-time Administrative Assistant would impact the General Fund.

Chief Financial Officer/City Treasurer Eyerman explained that the position would have a neutral fiscal impact.

Council Member Thornton asked if a study was conducted to determine if positions should be reclassified or created and expressed her concerns regarding the expected increase to Public Safety services.

City Manager DeSantis discussed the City's staffing philosophy.

Chief Financial Officer/City Treasurer Eyerman stated that the City is awaiting alternatives from the Sheriff's Department to determine whether Public Safety services should be provided by the City or administered by the County.

Mayor Pro Tem Baca asked about the yearly reserve balance.

Chief Financial Officer/City Treasurer Eyerman provided the amount.

Mayor Gutierrez, with consensus from the City Council instructed staff to include the MoVaLEARNS program in the proposed budget and to continue the budgeting process.

A.4. CITY COUNCIL REQUESTS AND COMMUNICATIONS

(Items may be deferred by Council if time does not permit full review.)

Council Member Thornton - None

Council Member Cabrera - None

Mayor Pro Tem Baca

1. Requested that Mayor Gutierrez include an item to determine the feasibility of an infrastructure plan at the next Study Session.
2. Called for staff to drive throughout the City to report pot-holes.

Mayor Gutierrez - None

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 7:48 p.m.

Submitted by:

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

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

**MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
April 16, 2019**

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Business Spotlight
2. Proclamation Recognizing Donate Life Month

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

**REGULAR MEETING – 6:00 PM
April 16, 2019**

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 and the Board of Library Trustees was called to order at 6:03 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 Council Member Cabrera.

INVOCATION

Pastor Melvin Thomas, Praise and Worship Center

ROLL CALL

Roll Call

INTRODUCTIONS

Staff:	Pat Jacquez-Nares	City Clerk
	Jessica Lambarena	Administrative Assistant
	Marshall Eyerman	Chief Financial Officer/City Treasurer

Minutes Acceptance: Minutes of Apr 16, 2019 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Martin Koczanowicz	City Attorney
Tom DeSantis	City Manager
Allen Brock	Assistant City Manager
Rick Sandzimier	Community Development Director
Mike Lee	Economic Development Director
Michael Koehler	Lt. Administration/Division Commander
Abdul Ahmad	Fire Chief
Kathleen Sanchez	Human Resources Director
Patti Solano	Parks and Community Services Director
Michael Wolfe	Public Works Director/City Engineer

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

Scott Heveran

1. Invited residents to participate in the National Association of Letter Carriers Annual Food Drive.

Carolyn Brodeur

1. Opposes Assembly Bill 392.
2. Supports Senate Bill 230.

Rafael Brugueras

1. Reminded everyone of the last hike sponsored by the City.
2. Promoted the Soaring publication disseminated by the City.

Tom Jerele Sr.

1. Praised the Soaring publication and suggested that the wind symphony concerts should be included.
2. Commended the City Council for their unanimous approval of Item No. F.2.
3. Thanked the City Council for the recent Planning Commission appointments. Recommended that the alternate positions be filled.
4. Complained about the homeless jay walking on Sunnymead Boulevard.

Louise Palomarez

1. Complimented the Soaring publication.
2. Appreciative of the passage of Item No. F.2.
3. Supports John Ashley for the Moreno Valley Unified School District School Board.

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 [UNANIMOUS]
MOVER: Victoria Baca, Mayor Pro Tem
SECONDER: Ulises Cabrera, Council Member
AYES: Gutierrez, Baca, Marquez, Cabrera, Thornton

A. CONSENT CALENDAR-CITY COUNCIL

City Attorney Koczanowicz stated that Mayor Gutierrez and Council Member Marquez were recusing themselves from Item No. B.4. due to the proximity of their residences.

- 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 - Study Session - Mar 12, 2019 6:00 PM

Recommendation: Approve as submitted.

- A.3. City Council - Regular Meeting - Mar 19, 2019 6:00 PM

Recommendation: Approve as submitted.

- A.4. MAYORAL APPOINTMENTS TO THE ACCESSIBILITY APPEALS BOARD, AND THE TRAFFIC SAFETY COMMISSION (Report of: City Clerk)

Recommendation:

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

ACCESSIBILITY APPEALS BOARD

<u>Name</u>	<u>Position</u>	<u>Term</u>
Esther Johnson	Public Representative	Ending 06/30/21

Minutes Acceptance: Minutes of Apr 16, 2019 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

TRAFFIC SAFETY COMMITTEE

<u>Name</u>	<u>Position</u>	<u>Term</u>
Anita Robinson	Member	Ending 06/30/21

A.5. LIST OF PERSONNEL CHANGES (Report of: Human Resources)

Recommendation:

1. Ratify the list of personnel changes as described.

A.6. PAYMENT REGISTER - FEBRUARY 2019 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

A.7. ADOPT RESOLUTION AUTHORIZING AMENDMENT NO. 6 TO THE LOAN AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE POLICE FACILITIES DEVELOPMENT IMPACT FUND (RESO. NO. 2019-16) (Report of: Financial & Management Services)

Recommendation:

1. Adopt a Resolution of the City Council of the City of Moreno Valley, California, authorizing Amendment No. 6 to the loan agreement between the City of Moreno Valley and the Police Facility Development Impact Fee fund.

A.8. AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO PACIFIC UTILITY INSTALLATION, INC. FOR THE INDIAN STREET AND BAY AVENUE LINE EXTENSION IMPROVEMENTS, PROJECT NOS. 805 0051 AND 805 0052 (AGMT. NO. 2019-209) (Report of: Financial & Management Services)

Recommendations:

1. Award the construction contract to Pacific Utility Installation, Inc. 1585 Harmony Circle, Anaheim, CA 92807, the lowest responsible bidder, for the Indian Street and Bay Avenue Line Extension Projects.
2. Authorize the City Manager to execute a contract with Pacific Utility Installation, Inc.

3. Authorize the issuance of a Purchase Order to Pacific Utility Installation, Inc. for the amount of \$221,166 (\$192,318 bid amount plus 15% contingency) when the contract has been signed by all parties.
4. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change orders to the contract with Pacific Utility Installation, Inc. up to, but not exceeding, the 15% contingency amount of \$28,848, subject to the approval of the City Attorney.

A.9. EXECUTE QUITCLAIM EASEMENT DEED FOR ELECTRIC PUBLIC UTILITY PURPOSES (Report of: Financial & Management Services)

Recommendations:

1. Authorize the Mayor to execute the Quitclaim Easement Deed.
2. Direct the City Clerk to forward the signed Quitclaim Easement Deed to the County Recorder's Office for recordation.

A.10. APPROVE AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH SYNERGY (AGMT. NO. 2017-59-01) (Report of: Financial & Management Services)

Recommendation:

1. Approve the Professional Services Agreement Amendment with Synergy Companies for Energy Audit and Direct Installation of Energy Efficiency Measures.
2. Authorize the City Manager to execute the Amendment.

A.11. ADOPT A RESOLUTION TO APPROVE A JOINT COMMUNITY FACILITIES AGREEMENT BY AND AMONG VAL VERDE UNIFIED SCHOOL DISTRICT, THE CITY OF MORENO VALLEY, AND MPLC LEGACY 75 ASSOCIATES, LP RELATING TO COMMUNITY FACILITIES DISTRICT NO. 2018-1 OF VAL VERDE UNIFIED SCHOOL DISTRICT (RESO. NO. 2019-17) (Report of: Public Works)

Recommendation:

Adopt Resolution No. 2019-___, a Resolution Approving the Joint Community Facilities Agreement between the Val Verde Unified School District, City of Moreno Valley and MPLC Legacy 75 Associates, LP, in substantially the form attached hereto with modifications subject to City Attorney approval, and authorize the City Manager to execute the Agreement and related documents.

- A.12. ADOPT A RESOLUTION TO APPROVE A JOINT COMMUNITY FACILITIES AGREEMENT BY AND AMONG MORENO VALLEY UNIFIED SCHOOL DISTRICT, THE CITY OF MORENO VALLEY, AND KB HOME COASTAL INC RELATING TO COMMUNITY FACILITIES DISTRICT NO. 2019-1 OF MORENO VALLEY UNIFIED SCHOOL DISTRICT (RESO. NO. 2019-18) (Report of: Public Works)

Recommendation:

Adopt Resolution No. 2019-___, a Resolution Approving the Joint Community Facilities Agreement between the Moreno Valley Unified School District, City of Moreno Valley and KB Home Coastal Inc., in substantially the form attached hereto with modifications subject to City Attorney approval, and authorize the City Manager to execute the Agreement and related documents.

- A.13. SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT (SLESA) EXPENDITURE PLAN FOR FY18-19 (Report of: Police Department)

Recommendations:

1. Accept the Supplemental Law Enforcement Services Account (SLESA) grant award for FY 2018-19.
2. Approve an increase of \$126,226 to the SLESA Grant Fund (Fund 2410) FY 2018-19 revenue budget to reflect the total FY 2018-19 allocation of \$473,664.
3. Approve an increase of \$126,226 to the SLESA Grant Fund FY 2018-19 expenditure budget (Fund 2410) to reflect the FY 2018-19 planned expenditure of \$473,664.

- A.14. CONSIDERATION OF A RESOLUTION RECOGNIZING THE IMPORTANCE OF THE 2020 CENSUS (RESO. NO. 2019-19) (Report of: City Attorney)

Council Member Cabrera thanked the City Attorney's office for preparing the Resolution and stressed the importance of the Census.

Mayor Gutierrez commended Council Member Cabrera for recognizing the importance of the Census.

Recommendation:

Staff recommends that the City Council consider and take action on a Resolution recognizing the importance of the 2020 Census.

- A.15. SECOND AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF MORENO VALLEY AND MORENO

VALLEY MALL HOLDING, LLC (AGMT. NO. 2019-210-02) (Report of: City Manager)

Recommendations:

1. Approve the Second Amendment to Agreement for Law Enforcement Services between the City of Moreno Valley and Moreno Valley Mall Holding, LLC; and
2. Authorize the City Manager to sign and execute the amended agreement.

A.16. AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE 4TH OF JULY PARADE & FUNFEST ON THURSDAY, JULY 4, 2019 (Report of: Parks & Community Services)

Recommendations:

1. Authorize the closure of the following streets between the hours of 6 a and 12 noon for the purpose of conducting the 4th of July Parade scheduled to take place on Thursday, July 4, 2019;
 - a. Frederick Street between Centerpoint Drive and Cactus Avenue
 - b. Towngate Boulevard between Frederick Street and Heritage Way
 - c. Towngate Boulevard between Frederick Street, Eucalyptus Avenue and Memorial Way;
 - d. Brabham Street between Frederick Street and Andretti Street;
 - e. Eucalyptus Avenue between Pan Am Boulevard and Kochi Drive;
 - f. Atlantic Circle east of Frederick Street;
 - g. Dracaea Avenue between Pan Am Boulevard and Kochi Drive;
 - h. Cottonwood Avenue between Pan Am Boulevard and Durbin Drive;
 - i. Bay Avenue between Kristina Court and Courage Street;
 - j. Alessandro Boulevard between Elsworth and Graham Street;
 - k. Brodiaea Avenue at Frederick Street;
 - l. Resource Way between Frederick Street and Corporate Way;
 - m. Corporate Way between Calle San Juan de Los Lagos and Resource Way;
 - n. Calle San Juan De Los Lagos between Frederick Street and Veterans Way;
 - o. Veterans Way between Cactus Avenue and Alessandro Boulevard;
 - p. Newhope Street between Veterans Way and Elsworth Street;
 - q. Veterans Way between Cactus Avenue and Alessandro Boulevard;

r. Goldencrest Drive between Elsworth Street and Veterans Way and

2. Authorize the closure of Dracaea Avenue between Morrison Street and Mascot Street, between the hours of 6 a.m. and 11 p.m., Thursday, June 4, 2019, for the purpose of conducting the 4th of July FunFest; and
3. Authorize one-way traffic on various streets and the closure of travel lanes, for a short period of time immediately following the fireworks display, in the vicinity of Morrison Park to be directed by the Moreno Valley Police Department.

A.17. ACCEPTANCE OF CYCLE 4 ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT AND FUNDING APPROPRIATION FOR JUAN BAUTISTA DE ANZA MULTI USE TRAIL PROJECT (Report of: Public Works)

Council Member Cabrera explained that the Grant is for the completion of the San Juan Bautista De Anza trail and thanked staff for securing the funds.

Recommendations:

Accept the Active Transportation Program (ATP) grant award of up to \$8,403,000 to build the remaining segments of the Juan Bautista De Anza Multi-Use Trail from Moreno Valley Mall to Iris Avenue.

A.18. CONSIDERATION OF AMENDMENT TO EMPLOYMENT AGREEMENT WITH THE CITY MANAGER (AGMT. NO. 2018-03-02) (Report of: City Attorney)

Recommendation:

It is recommended that the City Council approve the amended Employment Agreement with the City Manager.

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 - STUDY SESSION OF MARCH 12, 2019 6:00 PM (See A.2)

Recommendation: Approve as submitted.

B.3. MINUTES - REGULAR MEETING OF MARCH 19, 2019 6:00 PM (See A.3)

Recommendation: Approve as submitted.

B.4. ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL YEAR 2019/20 FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02 (RESO. NOS. CSD 2019-06 - 08) (Report of: Public Works)

Recommendations:

1. Adopt Resolution No. CSD 2019-___, a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Levy the Fiscal Year 2019/20 Assessment against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.
2. Adopt Resolution No. CSD 2019-___, a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with the 2019/20 Assessment against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.
3. Adopt Resolution No. CSD 2019-___, a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Levy the Fiscal Year 2019/20 Assessment against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.

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 - STUDY SESSION OF MARCH 12, 2019 6:00 PM (See A.2)

Recommendation: Approve as submitted.

C.3. MINUTES - REGULAR MEETING OF MARCH 19, 2019 6:00 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 - STUDY SESSION OF MARCH 12, 2019 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- D.3. MINUTES - REGULAR MEETING OF MARCH 19, 2019 6:00 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 - STUDY SESSION OF MARCH 12, 2019 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- E.3. MINUTES - REGULAR MEETING OF MARCH 19, 2019 6:00 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 HEARING TO APPROVE CDBG, HOME & ESG PROJECT SELECTIONS FOR INCLUSION IN FY 2019-20 ANNUAL ACTION PLAN (Report of: Financial & Management Services)

Chief Financial Officer/City Treasurer Eyerman provided the report.

Mayor Gutierrez opened the Public Hearing at 6:13 p.m.

Recommendations: That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Programs to allow the public an opportunity to comment on the proposed project selections for Fiscal Year (FY) 2019/20 Annual Action Plan.
2. Approve the recommended projects for inclusion in the Annual Action Plan (FY 2019/20) as an application to the U.S. Department of Housing and Urban Development for funding under the federal CDBG, HOME and ESG programs.
3. Authorize the Chief Financial Officer to amend the City's Budget to include the allocations as approved in the FY2019/20 Action Plan.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Marquez, Council Member
SECONDER:	Dr. Carla J. Thornton, Council Member
AYES:	Gutierrez, Baca, Marquez, Cabrera, Thornton

Jessica Munoz

supports Item No. F.1

Council Member Cabrera expressed his satisfaction with the allocation of funds to the Social Work Action Group.

There being no further comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 6:15 p.m.

- F.2. General Plan Amendment and Change of Zone for approximately 19.7 acres of the westerly portion of a 36.8 acre project site and a Plot Plan for a 768,000 square foot industrial logistics building and associated site improvements on the 36.8 acres for Phase 2 of Highland Fairview Corporate Park (RESO. NOS. 2019-20 - 22 AND ORD. NO. 953) (Report of: Community Development)

Contract Planner Zwack provided the report as well as the modifications to the recommendations.

Council Member Marquez requested clarification regarding the General Plan amendment and whether Skechers will be moving to the new facility.

Contract Planner Zwack supplied the information.

Council Member Thornton asked for confirmation that the land to the North of the proposed project is zoned R1.

Contract Planner Zwack answered in the affirmative.

Mayor Gutierrez opened the Public Hearing at 6:40 p.m.

Mr. Benzeevi, the applicant provided details regarding the project.

Recommendations: That the City Council:

1. ADOPT Resolution No. 2019-XX to Certify the Addendum to the previously adopted Highland Fairview Corporate Park Environmental Impact Report for Plot Plan (PEN18-0254), General Plan Amendment (PEN18-0191), and Change of Zone (PEN18-0192), and readopt the Statement of Overriding Considerations previously adopted in February 2009 in that the overriding considerations still apply to the project; and
2. ADOPT Resolution No. 2019-XX approving a General Plan Amendment (PEN18-0191) changing the land use designation from Commercial (C) to Business Park (BP) for 19.7-acres located at the northeast corner of Redlands Boulevard and Eucalyptus Avenue, as shown on the General Plan Land Use Map attached as Exhibit A to the resolution; and adding additional General Plan text to Section 5.1 of the Circulation Element, as well as new Policy 5.5.12 of Chapter 9 Goal and Objectives of the General Plan; and
3. INTRODUCE and conduct the first reading by title only of Ordinance No. 2019-XX approving a Change of Zone (PEN18-0192), changing the zoning designation from Community Commercial (CC) to Business Park (BP) for a 19.7-acre site located at the northeast corner of Redlands Boulevard and Eucalyptus Avenue, as shown on the Zoning Map attached as Exhibit A to the ordinance; and
4. ADOPT Resolution No. 2019-XX approving Plot Plan application PEN18-0254, for a 768,000 square foot industrial building based on the findings contained in the resolution and subject to the conditions of approval included as Exhibit A; and
5. SCHEDULE the introduced Ordinance for second reading and adoption at the next regular City Council meeting.

RESULT: APPROVED [UNANIMOUS]
MOVER: David Marquez, Council Member
SECONDER: Ulises Cabrera, Council Member
AYES: Gutierrez, Baca, Marquez, Cabrera, Thornton

Motion 3 & 5

Mayor Gutierrez recessed the meeting at 7:26 p.m.

Mayor Gutierrez reconvened the meeting at 7:40 p.m.

RESULT: APPROVED [UNANIMOUS]
MOVER: David Marquez, Council Member
SECONDER: Dr. Carla J. Thornton, Council Member
AYES: Gutierrez, Baca, Marquez, Cabrera, Thornton

Sandra Murphy

Supports Item No. F.2.

Alejandra Flores

Supports Item No. F.2.

Steve Medina

Supports Item No. F.2.

Donald Avery

Supports Item No. F.2.

Eunice Kang

Supports Item No. F.2.

Azley Rivera

Supports Item No. F.2.

Santiago Hernandez

Supports Item No. F.2.

Tom Jerele Sr.

Supports Item No. F.2.

Roy Bleckert

Supports Item No. F.2.

Nelly Menjivar

Supports Item No. F.2.

Tony Reza

Supports Item No. F.2.

Danira Sanchez

Supports Item No. F.2.

Michael Gomez

Supports Item No. F.2.

Gabriel Colangelo

Supports Item No. F.2.

Debra Craig

Supports Item No. F.2.

Louise Palomarez

Supports Item No. F.2.

Mr. Benzeevi, the applicant provided additional details of the project.

Community Development Director Sandzimier remarked that a letter from an attorney representing the Sierra Club as well as a resident were submitted in opposition to the project. He stated that none of the objections in either communication change any of the recommendations proposed by Community Development.

There being no further comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 7:11 p.m.

Council Member Marquez expressed his support of the project.

Mayor Pro Tem Baca conveyed her support of the project.

Council Member Thornton relayed her approval of the project.

Mayor Gutierrez communicated his appreciation of the project.

Council Member Cabrera relayed his acceptance of the project.

G. GENERAL BUSINESS - NONE

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

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Mayor Pro Tem Baca reported the following:

Tonight, I'm providing an update from the March Joint Powers Commission meeting held on April 10th.

At that meeting, the Commission:

- Approved a maintenance district annexation and annual levies
- Approved lease riders to support US Vets' conversion to permanent financing and
- Awarded a contract for improvements to Van Buren, which will be paid for by the developer.

Riverside County Habitat Conservation Agency (RCHCA) - None

Riverside County Transportation Commission (RCTC)

Mayor Pro Tem Baca reported the following:

RCTC continues to seek your input for Reboot My Commute, a public engagement campaign intended to assist in prioritizing limited transportation funding. Residents can post comments using various social media, text messages, or by calling 800 450-3650.

Please visit rebootmycommute.org for further details.

Riverside Transit Agency (RTA) - None

Western Riverside Council of Governments (WRCOG) - None

Western Riverside County Regional Conservation Authority (RCA) - None

School District/City Joint Task Force

Mayor Pro Tem Baca reported the following:

The Joint Task Force met earlier today. In addition to the City, representatives from the State of California Lake Perris, Moreno Valley College, and Moreno Valley Unified School District attended the meeting. The Moreno Valley Unified School District is hosting the 3rd Annual Adjudicated Jazz Festival on Saturday, May 4 at Vista Del Lago High School. Moreno Valley College's Comprehensive Master Plan Open House II community forum is April 25.

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

City Manager DeSantis announced that the City was awarded the Award of Distinction from the California Association of Public Information Officials.

I.3. CITY ATTORNEY'S REPORT - NONE

(Informational Oral Presentation - not for Council action)

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

Council Member Thornton

1. Toured the Waste Management - El Sobrante Landfill.

2. Expressed her excitement that CDBG funds were increased for the homeless.
3. Attended the Karma and Quick Quack car wash grand openings.
4. Thanked the Police for keeping the community safe.

Council Member Marquez

1. Attended a Cannabis Conference in Sacramento.
2. Announced that a cannabis degree is now being offered by Oaksterdam University.

Council Member Cabrera

1. Notified everyone that he will be attending the Legislative Day of Action.

Mayor Pro Tem Baca

1. Congratulated staff and the community for the Skechers approval.
2. Reminded everyone that the 4th of July parade applications will soon be available.
3. On Saturday, April 27th she will host a Coffee and Conversation event at the Cupcake and Espresso Bar.

Mayor Gutierrez

1. Pleased with the developments occurring in the City.
2. Excited about the California Association of Public Information Officials award.
3. Thanked staff for their work and for a successful Springtastic.
4. Grateful for the passage of the CDBG funding.
5. Invited everyone to the celebration of the Mayor's Apprenticeship program.

Council Member Marquez noted that resident Bill Easterly recently passed away.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting in memory of Bill Easterly at 8:15 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA
City Clerk

Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees
 Secretary, Public Finance 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
BOARD OF LIBRARY TRUSTEES**

**CLOSED SESSION – 4:30 PM
May 7, 2019**

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, and Housing Authority was called to order at 4:31 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
	Victoria Baca	Mayor Pro Tem
	David Marquez	Council Member
	Ulises Cabrera	Council Member
	Dr. Carla J. Thornton	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 May 7, 2019 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

CLOSED SESSION

City Attorney Koczanowicz announced that the City Council would recess to Closed Session to discuss the items as listed on the agenda and that staff did anticipate a reportable action for item number 1.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(a) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Case: Virginia Gadberry v. Lake Place Homes, et al.
Court: Riverside County Superior
Case No: RIC1901648

2 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property APNs: 291-191-007, 291-191-008, 291-191-009, 291-191-010, 291-191-011, 291-191-012, 291-191-013, 291-191-025, 291-191-026, 291-191-027, 291-191-028, 291-191-029

Agency Negotiators: Thomas DeSantis, Allen Brock, Mike Lee
Negotiating Parties: LDC Industrial Realty
Under Negotiation: Price and Terms of Payment

3 SECTION 54956.9(d) CONFERENCE WITH LEGAL COUNSEL POTENTIAL LITIGATION (1 case)

Mayor Gutierrez recessed the City Council to the City Manager's Conference Room, second floor, City Hall, for their Closed Session at 4:32 p.m.
Mayor Gutierrez reconvened the City Council in the Council Chamber from their Closed Session at 5:35 p.m.

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

City Attorney Koczanowicz announced that the City Council, by unanimous decision, decided to approve initiation of litigation in the existing litigation matter identified as item number 1.

Minutes Acceptance: Minutes of May 7, 2019 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the Closed Session at 5:36 p.m.

**MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
May 7, 2019**

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Business Spotlights
2. National Police Week Proclamation
3. Building & Safety Month Proclamation

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

**REGULAR MEETING – 6:00 PM
May 7, 2019**

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 6:07 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

INVOCATION

Minister Steve Von Rajcs, Sandals Church Moreno Valley

ROLL CALL

Roll Call

INTRODUCTIONS

Staff:	Pat Jacquez-Nares	City Clerk
	Kathryn Vigil	Deputy City Clerk
	Marshall Eyerman	Chief Financial Officer/City Treasurer
	Martin Koczanowicz	City Attorney

Minutes Acceptance: Minutes of May 7, 2019 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Tom DeSantis	City Manager
Allen Brock	Assistant City Manager
Mike Lee	Economic Development Director
Rick Sandzimier	Community Development Director
Dave Lelevier	Acting Police Chief
Abdul Ahmad	Fire Chief
Kathleen Sanchez	Human Resources Director
Erica Green	Parks and Community Services Deputy Director
Michael Wolfe	Public Works Director/City Engineer

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

Rafael Brugueras

1. Wished Mayor Gutierrez a Happy Birthday.
2. Reminded everyone of the upcoming Youth Conference on May 18, 2019.

Tom Jerele Sr.

1. Wished Mayor Gutierrez a Happy Birthday.
2. Commended the Graffiti Abatement team.
3. Praised the courtesy of a stranger.
4. Suggested that when property negotiations are listed on Closed Session Agendas they include additional information.

Roy Bleckert

1. Wished Mayor Gutierrez a Happy Birthday.
2. Encouraged the youth to attend the Youth Conference.
3. Remarked that a recent homelessness count yielded an increase in Riverside County and a decrease in Moreno Valley.
4. Commented that fear is a motivator.

JOINT CONSENT CALENDARS (SECTIONS A-E)

Mayor Gutierrez opened the Consent Agenda items for public comments, which were received from Rafael Brugueras (Supports Item Nos. A.10, A.12, and A.16).

RESULT: APPROVED [UNANIMOUS]
MOVER: Victoria Baca, Mayor Pro Tem
SECONDER: David Marquez, Council Member
AYES: Gutierrez, Baca, Marquez, Cabrera, Thornton

Rafael Brugueras

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 - Closed Session - Apr 2, 2019 4:30 PM

Recommendation: Approve as submitted.

- A.3. City Council - Regular Meeting - Apr 2, 2019 6:00 PM

Recommendation: Approve as submitted.

- A.4. City Council - Closed Session - Apr 9, 2019 5:00 PM

Recommendation: Approve as submitted.

- A.5. CITY COUNCIL SUMMER MEETINGS SCHEDULE (Report of: City Clerk)

Council Member Marquez asked for clarification regarding which City services would be available if the proposed summer schedule is approved.

City Clerk Jacquez-Nares provided the information.

City Manager DeSantis assured everyone that City Hall would remain fully operational during the recess.

Recommendation:

That the City Council:

1. Set the summer meeting schedule that cancels the July 2nd, July 16th and August 6th regular meetings, and the July 9th and August 13th study sessions.

- A.6. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2018/2019 (Report of: City Clerk)

Recommendation:

1. Receive and file the Fiscal Year 2018/2019 Council Discretionary Expenditure Report for July 1, 2018 through March 31, 2019.

- A.7. Multi-Species Habitat Conservation Plan (MSHCP) Local Development Mitigation Fee Rate Annual Adjustment (RESO. NO. 2019-23) (Report of: Community Development)

Recommendation:

1. Adopt Resolution No. 2019-23. A Resolution of the City Council of the City of Moreno Valley, California, approving an increase to the Multi-species Habitat Conservation Plan (MSHCP) Local Development Mitigation Fee to reflect the 3.05% increase in the Consumer Price Index (CPI).
- A.8. Second Reading and adoption of Ordinance No. 953, an ordinance approving Zone Change PEN18-0192, changing the zoning classification from Community Commercial (CC) to Light Industrial (LI) for approximately 19.7 acres located at the northeast corner of Redlands Boulevard and Eucalyptus Avenue (Report of: Community Development)

Recommendation:

That the City Council conduct the second reading by title only and adopt Ordinance No. 953.

- A.9. AUTHORIZATION TO AWARD THE CONTRACT FOR INVESTMENT MANAGEMENT SERVICES (AGMT. NO. 2019-254) (Report of: Financial & Management Services)

Recommendation:

1. Award of the contract for investment management services to Chandler Asset Management.
 2. Authorize the City Manager to sign the contract with Chandler Asset Management and any related amendments to the contract.
- A.10. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2019 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Quarterly Investment Report for quarter ended March 31, 2019, in compliance with the City's Investment Policy.

A.11. ANNUAL STATEMENT OF INVESTMENT POLICY (Report of: Financial & Management Services)

Recommendation:

1. Adopt the Annual Statement of Investment Policy.

A.12. HIRE MoVal - HIRE A MoVal VETERAN PROGRAM (Report of: Financial & Management Services)

Recommendations:

1. Implement the Hire a MoVal Veteran Program as part of the Hire MoVal incentives program to encourage Moreno Valley businesses to hire Moreno Valley residents who have served in one of the United States of military service branches. The Hire a MoVal Veteran Program would be offered as a pilot program for fiscal years (FYs) 2019/20 and 2020/21.
2. Approve an annual General Fund allocation of \$50,000 for FYs 2019/20 and 2020/21, to be distributed to businesses in increments of \$1,000 for each MoVal Veteran hired, up to a maximum of 5 new hires per FY, and retained in accordance with the Hire MoVal Veteran program guidelines.
3. Direct staff to publicize the Hire a MoVal Veteran Program.

A.13. ACCEPTANCE OF THE FISCAL YEAR 2018 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT AWARD WITH DESIGNATION OF SIGNATURE AUTHORITY (RESO. NO. 2019-24) (Report of: Fire Department)

Recommendations:

1. Accept the Fiscal Year 2018 State Homeland Security Program (SHSP) grant award of \$41,331 from the Riverside County Emergency Management Department.
2. Adopt Resolution No. 2019-24. A Resolution of the City Council of the City of Moreno Valley, California, Rescinding Resolution No. 2014-44 and Designating and Authorizing Certain City Officials to Execute Applications and Documents for the Purposes of Obtaining Federal Financial Assistance Provided by the Federal Department of Homeland Security and Sub-granted through the State of California.
3. Authorize a budget adjustment of \$41,331 to the Emergency

Management Grant Fund (2503) revenue and expenditure accounts.

- A.14. APPROVE AND EXECUTE DEEDS TO CONVEY REQUIRED PARCELS TO THE STATE OF CALIFORNIA FOR THE SR-60/NASON STREET OVERCROSSING PROJECT NO. 802 0003 (Report of: Public Works)

Recommendations:

1. Approve the conveyance of all required parcels to the State of California, Department of Transportation (State); and
2. Authorize the Public Works Director/City Engineer to sign deeds and related documents when finalized, subject to the approval of the City Attorney.

- A.15. AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO CHARLES ABBOTT ASSOCIATES, INC. FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSULTANT SERVICES (AGMT. NO. 2019-255) (Report of: Public Works)

Recommendations:

1. Approve the Agreement for Professional Consultant Services with Charles Abbott Associates (CAA), Inc. to provide National Pollutant Discharge Elimination System (NPDES) on-call administrative and inspection services for the Storm Water Management Program in an amount not to exceed \$1,644,825.00;
2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with CAA, subject to the approval of the City Attorney;
3. Authorize the issuance of a Purchase Order with CAA, in the amount of \$328,965.00 for FY 2019/2020, and authorize the Chief Financial Officer to approve subsequent related purchase orders for annual extensions up to a maximum of four annual extensions with CAA not to exceed \$328,965.00 annually, in accordance with the approved terms of the Agreement; and
4. Authorize the City Manager to execute subsequent extensions and/or amendments to the Agreement, including the authority to authorize subsequent associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

- A.16. LIST OF PERSONNEL CHANGES (Report of: Human Resources)

Recommendation:

1. Ratify the list of personnel changes as described.

A.17. APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION, THE MORENO VALLEY MANAGEMENT ASSOCIATION, AND THE MORENO VALLEY CONFIDENTIAL MANAGEMENT EMPLOYEES, WITH EXTENSION OF PROVISIONS TO AFFECTED UNREPRESENTED CAREER EMPLOYEES (AGMT. NOS. 2019-256, 2019-259, and 2019-260) (Report of: Human Resources)

Recommendations:

1. Approve the successor Memoranda of Understanding between the City of Moreno Valley and the Moreno Valley City Employees Association (Attachment 1), the Moreno Valley Management Association (Attachment 2), and the Moreno Valley Confidential Management Employees (Attachment 3), effective July 1, 2019 through June 30, 2021.
2. Extend the provisions of these agreements to unrepresented career employees.
3. Approve updates to the Salary Schedule to incorporate revisions as specified in the attached Memoranda of Understanding.

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 - STUDY SESSION OF APR 2, 2019 4:30 PM (See A.2)

Recommendation: Approve as submitted.

B.3. MINUTES - REGULAR MEETING OF APR 2, 2019 6:00 PM (See A.3)

Recommendation: Approve as submitted.

B.4. MINUTES - STUDY SESSION OF APR 9, 2019 5:00 PM (See A.4)

Recommendation: Approve as submitted.

- B.5. PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 1 (PARK MAINTENANCE) — AS ANNEXATION NO. 2019-46 (RESO. NO. CSD 2019-09) (Report of: Public Works)

Recommendation:

Acting as the legislative body of Community Facilities District No. 1 (Park Maintenance) adopt Resolution No. CSD 2019-09, a Resolution of the Board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory for Annexation No. 2019-46 to its Community Facilities District No. 1 and approving the amended map for said District.

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 - STUDY SESSION OF APR 2, 2019 4:30 PM (See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - REGULAR MEETING OF APR 2, 2019 6:00 PM (See A.3)

Recommendation: Approve as submitted.

- C.4. MINUTES - STUDY SESSION OF APR 9, 2019 5:00 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 - STUDY SESSION OF APR 2, 2019 4:30 PM (See A.2)

Recommendation: Approve as submitted.

- D.3. MINUTES - REGULAR MEETING OF APR 2, 2019 6:00 PM (See A.3)

Recommendation: Approve as submitted.

- D.4. MINUTES - STUDY SESSION OF APR 9, 2019 5:00 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 - STUDY SESSION OF APR 2, 2019 4:30 PM (See A.2)

Recommendation: Approve as submitted.

- E.3. MINUTES - REGULAR MEETING OF APR 2, 2019 6:00 PM (See A.3)

Recommendation: Approve as submitted.

- E.4. MINUTES - STUDY SESSION OF APR 9, 2019 5:00 PM (See A.4)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS

- F.1. Proposal for a Zone Change from RA-2 to R5, and Tentative Tract Map 37643 to subdivide 10 acres of vacant land into 31 single-family residential lots for property located on the south side of Cottonwood Avenue at Lakeport Drive (RESO. NOS. 2019-25 and 2019-26) (ORD. NO. 954) (Report of: Community Development)

Associate Planner Bradshaw provided the report.

Council Member Marquez asked regarding the notification process and if any community outreach was initiated by the developer.

Associate Planner Bradshaw supplied the information.

Community Development Director Sandzimier commented that the public notices are also published in the Press Enterprise.

Mayor Gutierrez opened the Public Hearing at 6:39 p.m.

Council Member Marquez queried regarding the applicant's previous zone change request and the level of public outreach that was conducted.

The applicant provided the details.

Recommendations: That the City Council:

1. **ADOPT** Resolution 2019-25: A Resolution of the City Council of the City of Moreno Valley **CERTIFYING** the Mitigated Negative Declaration prepared for Zone Change PEN18-0066 and Tentative Tract Map 37643 (PEN18-0065) has been completed in compliance with the California Environmental Quality Act; and **ADOPTING** the Mitigation Monitoring Program prepared for Tentative Tract Map 37643 (PEN18-0065); and
2. **INTRODUCE** and conduct the first reading by title only of Ordinance No. 954, approving Zone Change (PEN18-0066) to revise the zoning designation on the official city Zoning Atlas from Residential Agriculture 2 (RA-2) to Residential 5 (R5) for the project site area described in the Ordinance; and
3. **ADOPT** Resolution No. 2019-26 **APPROVING** Tentative Tract Map 37643 (PEN18-0065) based on the findings contained in the resolution, and subject to the conditions of approval included as Exhibit A; and
4. **SCHEDULE** the second reading and adoption of Ordinance No. 954 for the next regular City Council meeting.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Marquez, Council Member
SECONDER: Victoria Baca, Mayor Pro Tem
AYES: Gutierrez, Baca, Marquez, Cabrera, Thornton

Motion for 2 & 4

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Marquez, Council Member
SECONDER: Ulises Cabrera, Council Member
AYES: Gutierrez, Baca, Marquez, Cabrera, Thornton

Roy Bleckert

supports Item No. F.1.

Minutes Acceptance: Minutes of May 7, 2019 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Tom Jerele Sr.

supports Item No. F.1.

There being no further comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 6:39 p.m.

F.2. PUBLIC HEARING TO ADOPT THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2019/20 (Report of: Financial & Management Services)

Chief Financial Officer/City Treasurer Eyerman provided the report.

Mayor Gutierrez opened the Public Hearing at 6:44 p.m.

Recommendations: That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) Programs to allow the public an opportunity to comment on the 2019/20 Annual Action Plan.
2. Approve the Annual Action Plan (2019/20) as an application to the U.S. Department of Housing and Urban Development (HUD) for funding under the federal CDBG, HOME, and ESG programs with Council amendments, if any.
3. Adopt the 2019/20 Annual Action Plan.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ulises Cabrera, Council Member
SECONDER:	Victoria Baca, Mayor Pro Tem
AYES:	Gutierrez, Baca, Marquez, Cabrera, Thornton

Jennifer Richard

supports Item No. F.2.

There being no further comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 6:44 p.m.

F.3. ADOPTION OF THE FISCAL YEAR 2019/20 – 2020/21 BUDGET (RESO. NOS. 2019-27, CSD 2019-10, HA 2019-01, and SA 2019-01) (Report of: Financial & Management Services)

Chief Financial Officer/City Treasurer Eyerman provided the report.

Mayor Gutierrez opened the Public Hearing at 6:53 p.m.

Recommendations: That the City Council:

1. Conduct a Public Hearing to Approve and Adopt Resolution No. 2019-

27, approving the Budget for the City of Moreno Valley for FY 2019/20 – 2020/21; and

- 2. Following the adoption of the Capital Improvement Plan (CIP), which will be presented to City Council for adoption prior to June 30, 2019, authorize the Chief Financial Officer to consolidate the approved CIP with the approved and adopted Budget and make any minor adjustments in order to finalize the adopted budget book for the purpose of completing the Government Finance Officers Association and California Society of Municipal Finance Officers award program requirements and final public distribution; and

Recommendations: That the CSD:

- 1. Conduct a Public Hearing to Approve and Adopt Resolution No. CSD 2019-10, approving the Budget for the Moreno Valley Community Services District for FY 2019/20 – 2020/21; and

Recommendations: That the Housing Authority:

- 1. Conduct a Public Hearing to Approve and Adopt Resolution No. HA 2019-01, approving the Budget for the Moreno Valley Housing Authority for FY 2019/20 – 2020/21; and

Recommendations: That the Successor Agency:

- 1. Conduct a Public Hearing to Approve and Adopt Resolution No. SA 2019-01, approving the Budget for the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2019/20 – 2020/21.

RESULT: APPROVED [UNANIMOUS]
MOVER: David Marquez, Council Member
SECONDER: Ulises Cabrera, Council Member
AYES: Gutierrez, Baca, Marquez, Cabrera, Thornton

CSD Motion

RESULT: APPROVED [UNANIMOUS]
MOVER: Victoria Baca, Mayor Pro Tem
SECONDER: David Marquez, Council Member
AYES: Gutierrez, Baca, Marquez, Cabrera, Thornton

HA Motion

Minutes Acceptance: Minutes of May 7, 2019 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

RESULT: APPROVED [UNANIMOUS]
MOVER: David Marquez, Council Member
SECONDER: Dr. Carla J. Thornton, Council Member
AYES: Gutierrez, Baca, Marquez, Cabrera, Thornton

SA Motion

RESULT: APPROVED [UNANIMOUS]
MOVER: David Marquez, Council Member
SECONDER: Ulises Cabrera, Council Member
AYES: Gutierrez, Baca, Marquez, Cabrera, Thornton

Roy Bleckert

stated that the increase in certain budget items could have been forestalled had they been addressed previously.

There being no further comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 6:55 p.m.

Council Member Cabrera expressed his appreciation of the funding for an additional satellite library and MoVaLEARNS.

F.4. PUBLIC HEARING FOR ONE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDING (Report of: Public Works)

Public Works Director/City Engineer Wolfe provided the report.

Mayor Gutierrez opened the Public Hearing at 6:59 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 6:59 p.m.

Recommend that the City Council:

1. Conduct the Public Hearing and accept public testimony for the mail ballot proceeding for the National Pollutant Discharge Elimination System (NPDES) Residential Regulatory Rate to be applied to the property tax bill as identified herein;
2. Direct the City Clerk to open and count the returned NPDES ballot;
3. Verify and accept the results of the mail ballot proceeding as maintained by the City Clerk on the Official Tally Sheet and if approved, set the rate and impose the NPDES Residential Regulatory Rate, as applicable, on the Assessor's Parcel Number as mentioned;

4. Receive and file the Official Tally Sheet with the City Clerk's office.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Victoria Baca, Mayor Pro Tem
SECONDER: David Marquez, Council Member
AYES: Gutierrez, Baca, Marquez, Cabrera, Thornton

Motion #3 & 4

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Victoria Baca, Mayor Pro Tem
SECONDER: David Marquez, Council Member
AYES: Gutierrez, Baca, Marquez, Cabrera, Thornton

G. GENERAL BUSINESS - NONE

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

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC) - None

Riverside County Habitat Conservation Agency (RCHCA) - None

Riverside County Transportation Commission (RCTC) - None

Riverside Transit Agency (RTA) - None

Western Riverside Council of Governments (WRCOG) - Mayor Pro Tem Baca

Mayor Pro Tem Baca reported the following:

Items covered at the WRCOG Executive Committee meeting on May 6, 2019 include:

- A presentation was provided by the Inland Empire Economic Partnership (IEEP) regarding Inland Empire growth. The study focused on ways to increase good jobs in the region. The key findings included the need for the region to invest in industries like technology, information, and professional services, and the importance of education to improve workers' mobility toward good jobs.
- For the benefit of developers and applicants, the Transportation Uniform Mitigation Fees will now be collected through WRCOG. WRCOG staff and City staff have been working together closely to ensure a smooth transition. City staff is letting developers know about the change in fee collection, which will result in a more efficient system of fee collection.

Western Riverside County Regional Conservation Authority (RCA) - Council Member Marquez

Council Member Marquez reported the following:

Items covered at the RCA Board of Directors meeting on May 6, 2019 include:

- Moreno Valley's MSHCP fee collection totaled \$37,318 (16 residential permits and 0.5 acres of Commercial/Industrial uses) in March 2019.

School District/City Joint Task Force - None

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

City Manager DeSantis congratulated the City Council on adopting the 2 year budget. He also wished Mayor Gutierrez a Happy Birthday.

I.3. CITY ATTORNEY'S REPORT - NONE

(Informational Oral Presentation - not for Council action)

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

Council Member Thornton

1. Wished Mayor Gutierrez a Happy Birthday.
2. Relayed her pride for the passage of the Hire a Vet program.
3. Remarked on the murder that occurred at Lakeshore Plaza and sought support for the reopening of a satellite police station in the area.
4. Announced that she will hold a Meeting in the Park at the Equestrian Park on May 19, 2019.

Council Member Marquez

1. Proclaimed his support for Council Member Thornton's satellite substation proposal.
2. Thanked Chief Financial Officer/City Treasurer Eyerman and his staff for the preparation of the budget.
3. Attended the Daisy Walk last week.
4. Attended a Civil Rights Summit in New Jersey and condemned the segregation that still occurs.
5. Announced that the aging mail boxes will be replaced, with the damaged ones being addressed first.

Council Member Cabrera

1. Suggested that Council Member Thornton request mobile cameras be positioned in the aforementioned location.
2. Equated the decrease in the number of homeless identified in the Point in Time Count to the success of the Homeless to Work program.
3. Wished Mayor Gutierrez a Happy Birthday.

4. Attended the Legislative Day of Action.
5. Mentioned that Moreno Valley College is working on their Comprehensive Master Plan.
6. Commented on the upcoming Youth Conference on May 18, 2019.
7. Attended the hike to Olive Hill.
8. Announced the upcoming hike to Terry Peak on May 25, 2019.
9. Reminded everyone of the Skate Park grand opening.
10. Wished all the mothers a Happy Mother's Day.

Mayor Pro Tem Baca

1. Informed everyone of the Skate Park grand opening details.
2. Thanked Council Member Thornton for her leadership.
3. As the Vice Chair of the March Joint Powers Authority, she traveled to Washington D.C.

Mayor Gutierrez

1. Commended the City Council and staff for the balanced budget.
2. Intimated his excitement for the new library.
3. Praised Council Member Thornton for introducing the Hire a Vet program.
4. Attributed the reduced homeless count to the Homeless to Work program.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting in memory of Jim Hyatt at 7:25 p.m.

Submitted by:

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

AGENDA DATE: May 21, 2019

TITLE: APPROVE AN INCREASE TO BMW MOTORCYCLES OF RIVERSIDE ANNUAL PURCHASE ORDER FOR FY 2018-19 AND AUTHORIZE A PURCHASE ORDER FOR FY 2019-20 AND FY 2020-21

RECOMMENDED ACTION

Recommendations:

1. Authorize a change order to increase Blanket Purchase Order #2019-550 to BMW Motorcycles of Riverside from \$50,000 to \$70,000 for FY 2018/19 year-end expenses.
2. Authorize a purchase order to BMW Motorcycles of Riverside for \$70,000 per year, for FY 2019/20 and FY 2020/21. This purchase order will cover the cost associated with maintenance and repairs of the Traffic Divisions motorcycle fleet.

SUMMARY

This report is recommending an approval to increase Purchase Order #2019-550, for BMW Motorcycles of Riverside from \$50,000 to \$70,000. Staff is also requesting approval to execute a blanket purchase order in the amount of \$70,000 per year, for FY 2019-20 and FY 2020-21. This vendor provides routine maintenance and repairs to the fleet of motorcycles operated by the Traffic Division in the Moreno Valley Police Department. This vendor also provides repairs to the motorcycles when unforeseen damages occur.

DISCUSSION

The Moreno Valley Police Department creates an annual blanket purchase order to cover costs for maintenance and repairs needed to the fleet of motorcycles operated by the Traffic Division. When this purchase order was initially created, the three-year

average for repair costs was approximately \$39,492. Considering some of the fleet had excessive mileage, it was decided to allocate \$50,000 to the blanket purchase order to cover any unexpected repairs.

As anticipated, there were unforeseen repairs needed to some of the motorcycle fleet, resulting in increased maintenance and repair costs. Those unexpected repair costs, in addition to the regular annual maintenance cost, are estimated at \$70,000 at FY 2018-19 year-end.

Staff has also recognized that the three-year average for repair costs have increased to approximately \$53,000. In preparation for increased maintenance and repairs costs, staff is requesting approval to execute a purchase order to BMW Motorcycle of Riverside in the amount of \$70,000 per year, for FY 2019-20 and FY 2020-21.

The department solely uses BMW Motorcycles of Riverside to maintain the terms of the warranty given when the motorcycles are purchased. If repairs are made by other vendors, the warranties could be voided.

ALTERNATIVES

1. Approve the increase to Purchase Order #2019-550 to \$70,000 to cover estimated costs associated with maintenance and repairs to the motorcycle fleet. Also, approve the execution of a blanket purchase order in the amount of \$70,000 per year, for FY 2019-20 and FY 2020-21 for the Traffic Division of the Moreno Valley Police Department. *Staff recommends this alternative.*
2. Do not approve the increase to Purchase Order #2019-550 to \$70,000 to cover estimated costs associated with maintenance and repairs to the motorcycle fleet. Also, approve the execution of a blanket purchase order in the amount of \$70,000 per year, for FY 2019-20 and FY 2020-21 for the Traffic Division of the Moreno Valley Police Department. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Moreno Valley Police Department will be absorbing these costs into the FY 2018-19, FY 2019-20 and FY 2020-21 budget allocations.

PREPARATION OF STAFF REPORT

Prepared By:
Felicia London
Public Safety Contracts Administrator

Department Head Approval:
Dave Lelevier
Acting Chief of Police

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. BMW Sole Source

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/14/19 5:33 PM
City Attorney Approval	<u>✓ Approved</u>	5/14/19 4:16 PM
City Manager Approval	<u>✓ Approved</u>	5/15/19 9:33 AM

P.O. NO. _____

SOLE SOURCE REQUEST JUSTIFICATION/APPROVAL FORM

VENDOR NAME: BMW Motorcycles of Riverside
CONTACT NAME:
PHONE NO: 951-353-0607

Describe the product/service: Service, repair and parts for police motorcycles

Check the reason for this sole source request:

- No other vendor possesses the item(s) or service(s) needed to perform the same function as verified by research via the Internet and Yellow Pages.

 A geographical territory exists of this dealer or distributor.

 Proprietary: The item is sold exclusively by this vendor and held under exclusive title, trademark or copyright and no other vendor, dealer or distributor exists.

 Geographic location: Transportation costs make purchasing from another vendor too costly.

 Standardization: The City requires the product/service to be standardized based on parts, design, quality, inter-operability, expertise or other. Please explain:
- Is the product or service available from other sources? YES NO
If YES, list names of vendors and explain why additional quotes were not obtained:
- Can your requirements be modified so that competitive products or services may be used?
 NO YES - Please explain: The motorcycles are under warranty, however, the repairs are for damages resulting from traffic collisions and increase maintenance and repair.

Signatures: When signing below you are stating that the above is correct and true.

Division Manager Name: Felicia London

Division Manager Signature: Felicia London Date: 6/6/18

Approved: YES NO

Purchasing Manager: Ingelic Davis Date: 6/6/18



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: May 21, 2019

TITLE: MAYORAL APPOINTMENTS TO THE PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE AND SENIOR CITIZENS' ADVISORY BOARD

RECOMMENDED ACTION

Recommendation:

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

PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE

<u>Name</u>	<u>Position</u>	<u>Term</u>
Christopher Melendrez	Member	Ending 06/30/21

SENIOR CITIZENS' ADVISORY BOARD

<u>Name</u>	<u>Position</u>	<u>Term</u>
Felipe Delao	Member	Ending 06/30/22

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

- 1. Christopher Melendrez_Redacted
- 2. Felipe Delao_Redacted

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/14/19 2:09 PM
City Attorney Approval	<u>✓ Approved</u>	5/14/19 2:55 PM
City Manager Approval	<u>✓ Approved</u>	5/14/19 4:18 PM



CITY CLERK
MORENO VALLEY
RECEIVED

19 MAY -9 PM 5: 14

For City Clerk's Use
Stamp Date and Time Received

City of Moreno Valley

Boards and Commissions

Membership Application Form

Name: Christopher Melendrez

Home Address: [REDACTED]

Moreno Valley Ca 92557

How long have you resided in Moreno Valley? 29 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: HM Cleanup Corporation Position: Executive Assistant

Address: 5055 Canyon Crest Dr. 208
Riverside CA 92507

Board or Commission applying for*: 1st Choice Parks, Community Services & Trail 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

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

I believe I can continue to make an impact with the committee. I have been making
recommendation that have been taken. I was just appointed to be the chairperson.

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

Bachelor degree in Business Management from Cal Poly Pomona. I have management
2 restaurant and now over see HM Cleanup Corp.

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

We oversee the city and agenda parks department and the committee make recommendation
We also are advocate for the city. attend events and stand for a recommendation

What do you hope to accomplish by your participation?

I want to continue spreading the positive impacts that the city is doing for
our community

Attachment: Christopher Melendrez_Redacted (3605 : MAYORAL APPOINTMENTS TO THE PARKS, COMMUNITY SERVICES & TRAILS

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:

Mimes Cafe - Steven Boudreau [redacted]
HM Cleanup Maggie Sandoval [redacted]
Parks & Community Services - Patti Solano [redacted]

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

I would like to support our Council member and get involve with the city Safety Programs

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: 5-2-19

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]

5-9-19
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

19 FEB 28 PM 3:27

For City Clerk's Use
Stamp Date and Time Received

Name: Felipe Delao

Home Address: [REDACTED]

Moreno Valley, CA. 92556

How long have you resided in Moreno Valley? 54 years

CONFIDENTIAL INFORMATION

Home Phone No.: [REDACTED] Driver's License No.: [REDACTED]

Work Phone No.: NA Email Address: [REDACTED]

Cell Phone No.: None Date of Birth: 03-13-1931

Employer Name: None (Retired) Position: NA

Address: NA

Board or Commission applying for*: 1st Choice Senior Citizens Advisory Board

2nd Choice NONE

*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?

To assist in better management and suggest improvements to the Senior Center and the community.

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

BS-EE, Night Club Manager-3 years, Veteran-22 years (8 years US Navy and 14 years US Air Force) Retired 1977. Supervisor Vocational Instruction, Associate Principle CA Civil Service, all

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

Recommendations to the City Council any desired improvements to the Senior Center and to the community at large.

What do you hope to accomplish by your participation?

Suggestions within the Board, if approved by the Board, have more validity when suggested to the City Council.

Attachment: Felipe Delao_Redacted (3605 : MAYORAL APPOINTMENTS TO THE PARKS, COMMUNITY SERVICES & TRAILS COMMITTEE &

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:

LIST EMPLOYMENT, VOLUNTEER WORK. MEMBERSHIP ETC: 1) VOLUNTEER (LATIN GUITAR) INSTRUCTOR 15-MONTHS CENIOR CENTER, 2) VOLUMTEER TAX PREPARER 15-YEARS AND INCOME TAX LAW INSTRUCTOR, IRS 13-YEARS, 3) VOLUNTEER ENGLISH INSTRUCTOR TO JAPANES AIR FORCE, JAPAN 3-YEARS, 4) ENGLISH INSTRUCTOR TO SPANISH AIR FORCE, SPAIN 4-YEARS, 5) VOLUNTEER BOY SCOUT LEADER, 3-YEARS, TORREJON AB SPAIN. MEMBER-AMERICAN LEGION. MEMBER SENIOR CITIZEN ADVISORY BOARD, 2016 TO PRESENT.

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

None.

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

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

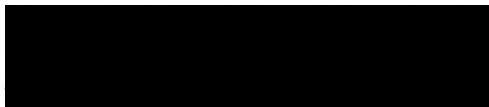
Date(s) of the meeting(s) attended: 2-meeting prior to current membership

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

02-28-2018
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.



Report to City Council

TO:

FROM: Richard J. Sandzimier, Community Development Director

AGENDA DATE: May 21, 2019

TITLE: SECOND READING AND ADOPTION OF ORDINANCE NO. 954 APPROVING A CHANGE OF ZONE FROM RA-2 TO R5 FOR PROPERTY LOCATED ON THE SOUTH SIDE OF COTTONWOOD AVENUE APPROXIMATELY 700 FEET EAST OF LASSELLE STREET

RECOMMENDED ACTION

Recommendation:

1. That the City Council conduct the second reading by title only and adopt Ordinance No. 954.

SUMMARY

This report recommends adoption of Ordinance No. 954, introduced at the City Council meeting of May 7, 2019, approving a Change of Zone (PEN18-0066) changing the zoning designation from RA-2 to R5 for the approximate 10 acre project site areas described in the Ordinance.

DISCUSSION

Based on review and consideration of the applications for a Change of Zone submitted by the applicant, MACJONES Holdings, Inc., the City Council introduced the ordinance to amend the Official Zoning Atlas, changing the zoning classification from Residential Agriculture 2 District (RA-2) to Residential 5 District (R5). The project site is located on the south side of Cottonwood Avenue, approximately 700 feet east of Lasselle Street.

ALTERNATIVES

The City Council may consider the following alternatives:

1. Conduct the second reading by title only and adopt Ordinance No. 954. Staff recommends this alternative.
2. Provide revisions to the draft Ordinance and have staff return with the revised draft for another adoption process.
3. Provide alternate direction to staff.

FISCAL IMPACT

There are no anticipated fiscal impacts from the recommended action.

NOTIFICATION

The agenda was posted in accordance with the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Jeff Bradshaw
Associate Planner

Department Head Approval:
Richard Sandzimier
Community Development Director

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

ATTACHMENTS

- 1. Ordinance 954 - Zone Change
- 2. Exhibit A to Ordinance 954 - Zone Change

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/13/19 6:04 PM
City Attorney Approval	<u>✓ Approved</u>	5/14/19 11:29 AM
City Manager Approval	<u>✓ Approved</u>	5/14/19 4:16 PM

ORDINANCE NO. 954

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION NO. PEN18-0066: AN AMENDMENT TO THE OFFICIAL ZONING ATLAS OF THE CITY OF MORENO VALLEY, CHANGING THE ZONING CLASSIFICATION FROM RESIDENTIAL AGRICULTURE 2 (RA-2) TO RESIDENTIAL 5 (R5) FOR APPROXIMATELY 10 ACRES LOCATED ON THE SOUTH SIDE OF COTTONWOOD AVENUE AT LAKEPORT DRIVE

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, MACJONES Holdings, Inc., filed Application No. PEN18-0066, requesting an amendment to Page 86 of the Official Zoning Atlas to the zoning classification for certain property, as described in the title of this resolution and the attached Exhibit A.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on May 7, 2019, for deliberations and decision.

1.3 The matter was fully discussed, and the public and other agencies were given opportunity to present testimony and documentation.

1.4 An Initial Study / Mitigated Negative Declaration has been prepared for the Project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the Mitigated Negative Declaration, including all supporting technical evidence, it was determined that the project impacts are expected to remain less than significant with implementation of mitigation measures, and therefore, certification of a Mitigated Negative Declaration is an appropriate action for the Project. The Mitigated Negative Declaration represents the City's independent judgment and analysis.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on May 7, 2019, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

- 1. Conformance with General Plan Policies – The proposed amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The applicant proposes to change the zone for the project site from RA-2 to R5 for development of 31 single family residential lots on the approximately 10 acre site.

The project site has a General Plan land use designation of Residential 5, which is consistent with the land use designations of surrounding properties. The project site is bounded by existing single-family tract homes in the R5 zone on the north side of Cottonwood Avenue and immediately to the south. The properties to the east and west have been developed with homes on lots of at least 20,000 square feet in the RA-2 zone.

The project is consistent with General Plan Policy 2.2.7, which states that the primary purpose of areas designated *Residential 5* is to provide for single-family detached housing on standard sized suburban lots. The maximum allowable density under this designation is 5.0 dwelling units per acre.

With approval of the requested Zone Change, the project as designed and conditioned will achieve the objectives of the City of Moreno Valley's General Plan for single family residential land uses and will promote development of the undeveloped portion of the project site.

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

FACT: The proposed Zone Change from RA-2 to R5 would change the land use for 10 acres located on the south side of Cottonwood Avenue at Lakeport Drive. The project site has a General Plan land use designation of Residential 5, which is consistent with the land use designations of surrounding properties. The project site is bounded by existing single-family tract homes in the R5 zone on the north side of Cottonwood Avenue and immediately to the south. The properties to the east and west have been developed with homes on lots of at least 20,000 square feet in the RA-2 zone.

With the adoption of the proposed Zone Change, the project would be consistent with the purposes and intent of Title 9.

3. Conformance with the Zoning Regulations – The proposed Zone Change is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

FACT: The proposed Zone Change is a legislative action and will not result in any direct physical impacts; therefore, the action itself could not be detrimental to the public health, safety or welfare.

The change in land use designations for the project site vacant will allow for development of 31 single family residential lots that are consistent with the General Plan, zoning, and public health safety and welfare.

An Initial Study was prepared for the project for the purpose of compliance with the California Environmental Quality Act (CEQA). which concluded that the Zone Change will not result in significant impacts.

There is no evidence that the proposed project will have a significant impact on public health or be materially injurious to surrounding properties of the environment as a whole.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification to Page 86 of the Official Zoning Atlas as shown on the attached map marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk).

SECTION 4 EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5. NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6. EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Ordinance 954 - Zone Change (3596 : SECOND READING AND CONSIDERATION OF ADOPTION OF ORDINANCE NO. 954

4
Ordinance No. 954
Date Adopted: May __, 2019

ORDINANCE JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 954 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 May, 2019, by the following vote:

AYES:

NOES:

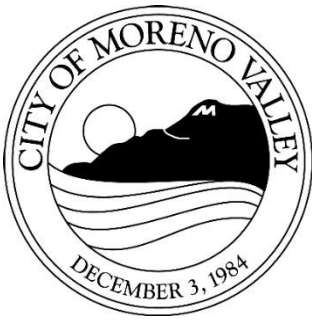
ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)



ZONE CHANGE
Application No. PEN18-0066
Ordinance No. 954



Exhibit A to Ordinance 954

Attachment: Exhibit A to Ordinance 954 - Zone Change (3596 : SECOND READING AND CONSIDERATION OF ADOPTION OF ORDINANCE NO.



Report to City Council

TO: Mayor and City Council

FROM: Richard J. Sandzimier, Community Development Director

AGENDA DATE: May 21, 2019

TITLE: APPROVE THE THIRD AMENDMENT TO AGREEMENT WITH DATA TICKET, INC. FOR ADMINISTRATIVE CITATION PROCESSING SERVICES

RECOMMENDED ACTION

Recommendations:

1. Approve the Third Amendment to Agreement with Data Ticket, Inc. for Administrative Citation processing services.
2. Authorize the City Manager, or his designee, to execute the third amendment with Data Ticket, Inc. subject to the approval of the City Attorney.
3. Authorize an increase of \$211,400 to the not-to-exceed amount of the Agreement with Data Ticket, Inc. for Administrative Citation processing services to \$517,800 (\$225,000 for the original agreement plus \$81,400 for the second amendment plus \$211,400 [\$105,700 for FY19/20 and \$105,700 for FY20/21] for this third amendment).
4. Authorize the Purchasing Division Manager to approve a Purchase Order to Data Ticket, Inc. for Administrative Citation processing services for \$55,000 for FY2019/20, and approve a Purchase Order to Data Ticket, Inc. for Administrative Citation processing services for \$55,000 for FY2020/2021.

SUMMARY

This report recommends approving a Third Amendment to the Agreement with Data Ticket, Inc. for Administrative Citation processing services. The amendment will maximize the length of the term to include Fiscal Year (FY) 19/20 and FY20/21 and allow for continued Administrative Citation processing services.

The City has utilized quality vendors to provide Administrative Citation processing services in support of the parking and administrative citation operations. These vendors provide quick and efficient citation tracking, payment, acceptance, appeal processing, and collections ensuring a high level of customer service.

DISCUSSION

The Code and Neighborhood Services Division administers one component of the City's Administrative Citation processing services. Since 2001, the City has utilized private vendors for parking ticket processing, ticket printing and miscellaneous citation services related to Administrative Citation processing services. These services are budgeted annually as general fund expenditures.

Currently, the Agreement with Data Ticket, Inc. includes processing service for all administrative citations for the City's Animal Services, Building & Safety, Code and Neighborhood Services, Land Development/National Pollutant Discharge Elimination System, Parking, and Parks and Recreation programs, in addition to the Moreno Valley Police Department. The current agreement is set to expire on June 30, 2019.

The City recommends amending the Agreement to maximize the term of the agreement through FY20/21. Further, the Third Amendment will increase the not-to-exceed total compensation to \$517,800 (\$225,000 for the original Agreement, plus \$81,400 for the Second Amendment, plus \$211,400 [\$105,700 for FY19/20 and \$105,700 for FY20/21] for this Third Amendment), and replace the Fee Schedule, Exhibit "B" to the original Agreement, with a version with updated and simplified language; no fees have changed. These changes will allow for continued Administrative Citation processing services with all City Departments through FY20/21.

ALTERNATIVES

1. Approve the Third Amendment to the Agreement with Data Ticket, Inc. for Administrative Citation processing services and authorize the City Manager to execute the Third Amendment upon City Attorney approval as to form. *Staff recommends this alternative as it continues the existing level of service for citation processing across many divisions and departments while maintaining positive revenue.*
2. Do not approve the Third Amendment to the Agreement with Data Ticket, Inc. *This alternative is not recommended by staff as it would significantly impact the issuance and processing of citations and significantly reduce revenue.*

FISCAL IMPACT

The Administrative Citation program expenditure budget has been allocated by the City Council through the two-year budget cycle process for FY19/20 and FY20/21. Funding

remains contingent on continued approval and appropriation from City Council. The requested General Fund budget amounts are not further impacted by this Amendment.

The expenditure budget is expected to be offset by projected program revenue also allocated by the City Council through the two-year budget cycle process for FY19/20 and FY20/21.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Steve Alvarado
Code and Neighborhood Services Division Manager

Department Head Approval:
Richard J. Sandzimier
Community Development 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.

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

1. Third Amendment to Agreement - Data Ticket - Admin Citation Processing

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/13/19 7:28 AM
City Attorney Approval	<u>✓ Approved</u>	5/13/19 2:59 PM
City Manager Approval	<u>✓ Approved</u>	5/13/19 3:55 PM

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF MORENO VALLEY AND DATA TICKET, INC. dba REVENUE
EXPERTS FOR ADMINISTRATIVE CITATION PROCESSING SERVICES**

The Third Amendment to Agreement is by and between the **CITY OF MORENO VALLEY**, a municipal corporation, hereinafter referred to as “City,” and **Data Ticket, Inc. dba Revenue Experts**, hereinafter referred to as “Consultant.” This Third Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled “**AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND DATA TICKET, INC. dba REVENUE EXPERTS FOR ADMINISTRATIVE CITATION PROCESSING SERVICES**,” hereinafter referred to as “Agreement,” dated **May 27, 2016**.

Whereas the Agreement was modified by a First Amendment entitled “**FIRST AMENDMENT TO AGREEMENT FOR ADMINISTRATIVE CITATION PROCESSING SERVICES**,” dated **September 23, 2016**.

Whereas the Agreement was modified by a Second Amendment entitled “**SECOND AMENDMENT TO AGREEMENT FOR ADMINISTRATIVE CITATION PROCESSING SERVICES**,” dated **May 23, 2018**.

Whereas, the Consultant is providing **administrative citation processing services**.

Whereas, it is desirable to amend the Agreement to extend the term of the Agreement, increase the Consultant’s total “not-to-exceed” compensation, and replace the Agreement’s Fee Schedule as is more particularly described in Section 1 of this Third Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND
DATA TICKET, INC. dba REVENUE EXPERTS FOR ADMINISTRATIVE CITATION
PROCESSING SERVICES

1.1 The Agreement termination date of June 30, 2019 is extended by this Amendment to **June 30, 2021**.

1.2 The total "Not-to-Exceed" fee for this contract is **\$517,800.00 (\$225,000.00 for the original Agreement plus \$81,400 for the Second Amendment plus \$211,400 [\$105,700 for FY19/20 and \$105,700 for FY20/21] for this third amendment)** pursuant to Exhibit "C" of the original agreement.

1.3 The Fee Schedule, Exhibit "B" to the original agreement, is hereby replaced as set forth in the attached Fee Schedule.

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

THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND DATA TICKET, INC. dba REVENUE EXPERTS FOR ADMINISTRATIVE CITATION PROCESSING SERVICES

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

City of Moreno Valley

Data Ticket, Inc., dba Revenue Experts

By: _____

By: _____

Thomas M. DeSantis, 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	

Date	

By: _____

Title: _____

(Corporate Secretary)

Date: _____

Attachment: Administrative Citation Processing Fee Schedule

Attachment: Third Amendment to Agreement - Data Ticket - Admin Citation Processing [Revision 1] (3581 : APPROVE THE THIRD AMENDMENT

Fee Description:

Below we have provided a complete description of the services we currently provide for the City. We have marked these services as (Current). We have also provided additional service offerings the City may want to take advantage of in the future. For these services, we have marked them as (Future).

Manual Administrative Citation Processing (Current): **\$5.00**

Services for the above-mentioned items include:

- On-site data entry of manually written citations performed within 48 hours of receipt
- On-site quality assurance verification of manually entered citations
- Scanning of all manually written citations onto our network for storage and ease of retrieval
- Bi-monthly shredding of manually written citations

Initial Notice Cost: **\$0.72**

Services for the above-mentioned item include:

- Semi-custom Notice that is printed on an 8 ½ x 11” piece of paper with a perforated tear-off payment stub provided in a window envelope sent to the registered owner of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1st Class Mail
- All notices include a return envelope in which the responsible party may submit payment
- This charge is only incurred if the individual does not pay within 90 days

Delinquent Collections (Different Price Model): **23% of revenue collected**

- This fee will be assessed when a citation is sixty (60) days past the citation issue date, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason
- Three Delinquent Notices will be sent to the registered owner at no cost to the City
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11” sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- All notices are attached to the citation online and are viewable via the web
- If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee
- Notices will be sent via 1st Class Mail, and Data Ticket will be responsible for the cost incurred and all customer service and payment entry

Franchise Tax Board Processing (Current):

SSN Look-up **\$2.00 per SSN**

- This fee will be assessed to lookup a social security number associated with a registered owner and address
- **This charge is charged per unique SSN, not per citation**

FTB Collections **15% of revenue collected**

- This fee is charged if a citation is paid at the Franchise Tax Board
- **This charge is not combined with any other charge**; for example, if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- Data Ticket will send an FTB Notice to the Customer as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail at no additional cost to the City
- All notices are attached to the citation online and are viewable via the web
- **Data Ticket will pay for the Agency’s cost to participate in the FTB program**; annually, FTB will send an invoice to the Agency for the number of debts placed at FTB; the Agency will simply provide this invoice to Data Ticket and Data Ticket will pay it in full
- **If Data Ticket does not collect on a citation that is at FTB, the Agency does not owe the collection fee**

Credit Reporting Collections (Current) **25% of revenue collected**

Legal Action Not Required

- This fee is charged if a citation is paid at Advanced Credit Reporting Collections
- **This charge is not combined with any other charge**; for example, if a citation is rolled to delinquent status and paid at Credit Reporting Collections, only the 23% of revenue collected will be charged

Credit Reporting Collections (Current) **30% of revenue collected**

Legal Action Required

- This fee is charged if a citation is paid at Advanced Credit Reporting Collections and Legal Action was required
- **This charge is not combined with any other charge**; for example, if a citation is rolled to delinquent status and paid at Credit Reporting Collections, only the 23% of revenue collected will be charged

2nd Level Hearing Disposition (Current) **\$75.00 per hour**

- Data Ticket’s independent, certified, insured hearing officers will be provided to the to perform in-person, phone and written hearings
- Each hearing request will be reviewed, heard or read and all required research will be performed
- The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the Agency, Appellant and Data Ticket

- Hearings will be scheduled
- The Agency will incur costs associated with mileage as defined by Federal guidelines
- Data Ticket will work with the Agency to arrange for the use of a conference room at an Agency location or the Agency may elect to have citations heard at a centralized location within the County

Attachment: Third Amendment to Agreement - Data Ticket - Admin Citation Processing [Revision 1] (3581 : APPROVE THE THIRD AMENDMENT

Joint / Escrow Banking Services (Future) \$100.00 per month

Services for the above-mentioned item include:

- Daily deposits of funds to the Agency’s escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card charge-backs and Insufficient Funds
- Month-end reconciliation of all funds collected
- Payment of Data Ticket’s invoice
- Disbursement of the net remittance to the Agency
- Scanning of all payments directly to joint bank account daily using remote check deposit
- The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year
- Refunds verified and issued weekly

Services Included in the Above Costs:

Online Access for the Agency’s Customers: Included

The Agency’s Customers will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request a Hearing online and attach up to 3 supporting documents
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the Agency allows)

Online Access for the Agency’s Staff: Included

Access to the Agency’s data is based on unique usernames and passwords assigned to everyone who requires access to the system. **Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.**

Our Solution is setup to maintain a complete audit trail for each and every transaction in the system so that the **username is displayed next to every transaction in the system, indicating who performed the transaction and when.**

Dependent on the access rights provided to each Agency Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSF’s, Charge-backs and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place a citation on hold

- Change citation data, including violations, date, time, location, comments, and others
- Generate a time expired or letter of non-responsibility for a citation in the adjudication process
- View the complete reason for the Hearing Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2nd Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without responsible party information

Reporting: Included

- Data Ticket offers 24 reports online for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and **because we do not purge data unless specifically requested to do so by a Client, the data is available as long as the Agency is a Client.**
- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- Report Generator capabilities that provide City Personnel with the ability to create, save, share and print custom reports at any time for any time frame.
- If the Agency were to request a report that was not already available, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

Manual Payment Processing: Included

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

Adjudication:

2nd Level Hearing Hold, Scanning and Scheduling of Hearing **Included**

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket’s Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution where it is displayed on the web for the Agency’s Staff and the Hearing Officer
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a “time expired letter” rejecting the appeal
- Data Ticket will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the Agency’s schedule

2nd Level Hearing Schedule & Disposition Letters (OPTIONAL) **Included**

- Data Ticket will send a custom disposition letter to the Appellant via 1st Class Mail
- **All letters are attached to the citation online and are viewable via the web**
- Disposition letters will be sent Monday – Friday

Charge-backs and NSF’s **Included**

- Data Ticket will process credit card charge-backs and NSFs when notified of each occurrence if Agency is not an escrow account holder
- Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation

Refunds **Included**

- Data Ticket will process refunds when notified of each by the Agency
- In the event the Agency utilizes Joint Banking, Data Ticket will verify, generate and send each refund due
- Refunds will be issued weekly
- Refunds will be sent via 1st Class Mail

Customer Service: **Included**

- Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, FTB, advanced credit reporting collections and more
- **All calls are recorded to quality assurance and recordings can be sent to the Agency at any time for review**
- Data Ticket’s IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

Web Presence:

Included

- Data Ticket’s Solution is 100% web-based and Section 508 Compliant and is provided at: www.CitationProcessingCenter.com; this is a generic website in the sense that it is not Agency branded. This website allows for the Agency and the Agency’s Customers to access citations online
- **If the Agency prefers an Agency branded website, one in which the look and feel mimics that of the Agency’s website, Data Ticket can and will provide this feature to the Agency**

Cost Increases:

Postal Rate Increase Offset – If postal rates increase during the term of the agreement, fees to DTI shall be raised immediately to offset the effect of the actual postal rate increase.

CPI Increases – *There will be NO CPI increases for the duration of the agreement.*



Report to City Council

TO: Mayor and City Council

FROM: Richard J. Sandzimier, Community Development Director

AGENDA DATE: May 21, 2019

TITLE: APPROVE THE THIRD AMENDMENT TO AGREEMENT WITH DATA TICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES

RECOMMENDED ACTION

Recommendations:

1. Approve the Third Amendment to Agreement with Data Ticket, Inc. for Parking Control program services.
2. Authorize the City Manager, or his designee, to execute the third amendment with Data Ticket, Inc. subject to the approval of the City Attorney.
3. Authorize an increase of \$330,000 to the not-to-exceed amount of the Agreement with Data Ticket, Inc. for Parking Control program services to \$825,000 (\$495,000 for the original agreement plus \$330,000 [\$165,000 for FY19/20 and \$165,000 for FY20/21] for this third amendment)
4. Authorize the Purchasing Division Manager to approve a Purchase Order to Data Ticket, Inc. for Parking Control program services for \$165,000 for FY2019/20, and approve a Purchase Order to Data Ticket, Inc. for Parking Control program services for \$165,000 for FY2020/2021.

SUMMARY

This report recommends approving a Third Amendment to the Agreement with Data Ticket, Inc. for Parking Control program services. The amendment will maximize the length of the term to include Fiscal Year (FY) 19/20 and FY20/21 and allow for continued Parking Control program services.

The City has utilized quality vendors to provide Parking Control program services in support of the parking control operations. These vendors provide quick and efficient citation tracking, payment, acceptance, appeal processing, and collections ensuring a high level of customer service.

DISCUSSION

The Code and Neighborhood Services Division administers the City's Parking Control program. Since 2001, the City has utilized private vendors for parking ticket processing, ticket printing and miscellaneous citation services related to Parking Control program services. These services are budgeted annually as general fund expenditures.

The current agreement with Data Ticket, Inc. for Parking Control program services is set to expire on June 30, 2019.

The City recommends amending the Agreement to maximize the term of the agreement through FY20/21. Further, the Third Amendment will increase the not-to-exceed total compensation to \$825,000 (\$495,000 for the original Agreement plus \$330,000 [\$165,000 for FY19/20 and \$165,000 for FY20/21] for this Third Amendment), and replace the Fee Schedule, Exhibit "B" to the original Agreement, with a version with updated and simplified language; no fees have changed. These changes will allow for continued Parking Control program services through FY20/21.

ALTERNATIVES

1. Approve the Third Amendment to the Agreement with Data Ticket, Inc. for Parking Control program services, and authorize the City Manager to execute the Third Amendment upon City Attorney approval as to form. *Staff recommends this alternative as it continues compliance with parking control program activities.*
2. Do not approve the Third Amendment to the Agreement with Data Ticket, Inc. *This alternative is not recommended by staff.*

FISCAL IMPACT

The Parking Control services program expenditure budget has been allocated by the City Council through the two-year budget cycle process for FY19/20 and FY20/21. Funding remains contingent on continued approval and appropriation from City Council. The requested General Fund budget amounts are not further impacted by this Amendment.

The expenditure budget is expected to be offset by projected program revenue also allocated by the City Council through the two-year budget cycle process for FY19/20 and FY20/21.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Steve Alvarado
Code & Neighborhood Services Division Manager

Department Head Approval:
Richard J. Sandzimier
Community Development 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.

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

1. Third Amendment to Agreement - Data Ticket - Parking Control Program

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/13/19 7:33 AM
City Attorney Approval	<u>✓ Approved</u>	5/13/19 3:15 PM
City Manager Approval	<u>✓ Approved</u>	5/13/19 3:57 PM

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF MORENO VALLEY AND DATA TICKET, INC. dba REVENUE
EXPERTS FOR PARKING CONTROL PROGRAM SERVICES**

The Third Amendment to Agreement is by and between the **CITY OF MORENO VALLEY**, a municipal corporation, hereinafter referred to as “City,” and **Data Ticket, Inc., dba Revenue Experts**, hereinafter referred to as “Consultant.” This Third Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled “**AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND DATA TICKET, INC. dba REVENUE EXPERTS FOR PARKING CONTROL PROGRAM SERVICES**,” hereinafter referred to as “Agreement,” dated **May 27, 2016**.

Whereas the Agreement was modified by a First Amendment entitled “**FIRST AMENDMENT TO AGREEMENT FOR PARKING CONTROL PROGRAM SERVICES**,” dated **September 23, 2016**;

Whereas the Agreement was modified by a Second Amendment entitled “**SECOND AMENDMENT TO AGREEMENT FOR PARKING CONTROL PROGRAM SERVICES**,” dated **October 15, 2018**;

Whereas, the Consultant is providing **parking control program services**; and

Whereas, it is desirable to amend the Agreement to extend the term of the Agreement, increase the Consultant’s total “not-to-exceed” compensation, and replace the Agreement’s Terms of Payment as is more particularly described in Section 1 of this Third Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND
DATA TICKET, INC. dba REVENUE EXPERTS FOR PARKING CONTROL PROGRAM
SERVICES

1.1 The Agreement termination date of June 30, 2019 is extended by this Amendment to **June 30, 2021**.

1.2 The total "Not-to-Exceed" fee for this contract is **\$825,000.00 (\$495,000 for the original agreement plus \$330,000 [\$165,000 for FY19/20 and \$165,000 for FY20/21] for this third amendment)** pursuant to Exhibit "C" of the original agreement.

1.3 The Fee Schedule, Exhibit "B" to the original agreement, is hereby replaced as set forth in the attached Fee Schedule.

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

THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND DATA TICKET, INC. dba REVENUE EXPERTS FOR PARKING CONTROL PROGRAM SERVICES

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

City of Moreno Valley

Data Ticket, Inc., dba Revenue Experts

By: _____

By: _____

Thomas M. DeSantis, 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	

Date	

By: _____

Title: _____

(Corporate Secretary)

Date: _____

Attachment: Parking Citation Processing Fee Schedule

Attachment: Third Amendment to Agreement - Data Ticket - Parking Control Program [Revision 1] (3580 : APPROVE THE THIRD AMENDMENT

City of Moreno Valley – Parking Fee Schedule

Fee Description:

Below we have provided a complete description of the services we currently provide for the City. We have marked these services as (Current). We have also provided additional service offerings the City may want to take advantage of in the future. For these services, we have marked them as (Future).

Manual Parking Citation Processing (Current): **\$0.40**

Services for the above-mentioned items include:

- On-site data entry of manually written citations performed within 48 hours of receipt
- On-site quality assurance verification of manually entered citations
- Scanning of all manually written citations onto our network for storage and ease of retrieval
- Bi-monthly shredding of manually written citations

Electronic Parking Citation Processing (Current): **\$0.40**

Services for the above-mentioned items include:

- Automated citation transmission into Data Ticket’s Citation Management Solution 24/7
- Automated confirmation email detailing successfully transmitted citations
- Automated transmission of photos attached to citations

Courtesy Notice (Current): **\$0.72**

Services for the above-mentioned item include:

- Semi-custom Courtesy Notice that is printed on an 8 ½ x 11” piece of paper with a perforated tear-off payment stub provided in a window envelope sent to the registered owner of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1st Class Mail
- All notices include a return envelope in which the responsible party may submit payment
- **This charge is only incurred if the individual does not pay off the windshield and a notice is sent to the individual as a result**

Out-of-State Collections (Current): **23% of revenue collected**

- This fee will cover all expenses associated with obtaining out-of-state registered owner information and will only be due when a citation is paid
- Data Ticket is a recognized Strategic Partner with NLETs, and we are currently utilizing the City’s and our ORI
- **This fee is not combined with any other contingency fee.** For example, if a citation is rolled to a delinquent status, only 23% of revenue collected will be charged
- **If Data Ticket does not collect on a citation that is issued to an out of state plate, the City does not owe this fee.**

Attachment: Third Amendment to Agreement - Data Ticket - Parking Control Program [Revision 1] (3580 : APPROVE THE THIRD AMENDMENT

City of Moreno Valley – Parking Fee Schedule

Delinquent Collections (Current): **23% of revenue collected**

- This fee will be assessed when a citation is ninety (90) days past the citation issue date, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason
- Three Delinquent Notices will be sent to the registered owner at no cost to the City
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11” sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- All notices are attached to the citation online and are viewable via the web
- **If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee**
- **Notices will be sent via 1st Class Mail, and Data Ticket will be responsible for the cost incurred and all customer service and payment entry**

Franchise Tax Board Processing

SSN Look-up (Current) \$2.00 per SSN

- This fee will be assessed to lookup a social security number associated with a registered owner and address
- **This charge is charged per unique SSN, not per citation**

FTB Collections (Current): **15% of revenue collected**

- This fee is charged if a citation is paid at the Franchise Tax Board
- **This charge is not combined with any other charge**; for example, if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- Data Ticket will send an FTB Notice to the Customer as required by the Interagency Intercept Program; **this notice will be sent via 1st Class Mail and will be sent at no cost to the City**
- **All notices are attached to the citation online and are viewable via the web**
- **Data Ticket will pay for the Agency’s cost to participate in the FTB program**; annually, FTB will send an invoice to the Agency for the number of debts placed at FTB; the Agency will simply provide this invoice to Data Ticket and Data Ticket will pay it in full
- **If Data Ticket does not collect on a citation that is at FTB, the Agency does not owe the collection fee**

Adjudication:

1st Level Review Hold & Scanning of Review Request (Current) \$0.50 per citation

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket’s Adjudication Department will place the citation on an Administrative Review Request Hold and scan all received documentation into the Citation Management Solution where it is displayed on the web for the Agency’s Staff

City of Moreno Valley – Parking Fee Schedule

- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a “time expired letter” rejecting the appeal

1st Level Review Disposition (Future - Optional) \$1.00 per citation

- Data Ticket will review all documentation received by the Appellant and render a disposition; Currently the City performs this function, but Data Ticket’s Adjudication Department is happy to take on this responsibility in the future
- The disposition will be available online for the Agency’s Staff to review
- **This fee is only charged if Data Ticket actually performs the 1st Level Reviews and the City does not**

1st Level Review Disposition Letters (Current) \$1.25 per letter

- Data Ticket will send a custom disposition letter to the Appellant via 1st Class Mail
- All letters are attached to the citation online and are viewable via the web

2nd Level Hearing Hold, Scanning and Scheduling of Hearing (Current) \$0.50 per citation

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket’s Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution where it is displayed on the web for the Agency’s Staff and the Hearing Officer
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a “time expired letter” rejecting the appeal
- Data Ticket will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the Agency’s schedule

2nd Level Hearing Disposition (Current) \$75.00 per hour

- Data Ticket’s independent, certified, insured hearing officers will be provided to the to perform in-person, phone and written hearings
- Each hearing request will be reviewed, heard or read and all required research will be performed
- The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the Agency, Appellant and Data Ticket
- Hearings will be scheduled
- The Agency will incur costs associated with mileage as defined by Federal guidelines
- Data Ticket will work with the Agency to arrange for the use of a conference room at an Agency location or the Agency may elect to have citations heard at a centralized location within the County

City of Moreno Valley – Parking Fee Schedule

2nd Level Hearing Schedule & Disposition Letters (Current) \$1.25 per letter

- Data Ticket will send a custom disposition letter to the Appellant via 1st Class Mail
- All letters are attached to the citation online and are viewable via the web
- Disposition letters will be sent Monday – Friday

Indigent Payment Plan Processing (Assembly Bill 503)

- Acceptance and Scanning of Indigent Payment Plan Requests (Approval/Denial by Data Ticket) **\$5.00 per request**
- Indigent Payment Plan/Denial Letters **\$0.85 per letter**

Joint / Escrow Banking Services (Future) \$100.00 per month

Services for the above-mentioned item include:

- Daily deposits of funds to the Agency’s escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card charge-backs and Insufficient Funds
- Month-end reconciliation of all funds collected
- Disbursement of County / State Surcharges at month-end
- Payment of Data Ticket’s invoice
- Disbursement of the net remittance to the Agency
- Scanning of all payments directly to joint bank account daily using remote check deposit
- The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year

Charge-backs and NSF’s (Current) \$1.25 per issued instance

- Data Ticket will process credit card charge-backs and NSFs when notified of each occurrence
- Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation

Refunds (Future) \$5.00 per issued instance

- Data Ticket will process refunds when notified by the Agency
- In the event the Agency utilizes Joint Banking, Data Ticket will verify, generate and send each refund due when notified by the bank
- Refunds will be issued weekly
- Refunds will be sent via 1st Class Mail

Services Included in the Above Costs:

Online Access for the Agency’s Customers: Included

The Agency’s Customers will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request a 1st Level Administrative Review and attach up to three documents supporting their position

Attachment: Third Amendment to Agreement - Data Ticket - Parking Control Program [Revision 1] (3580 : APPROVE THE THIRD AMENDMENT

City of Moreno Valley – Parking Fee Schedule

- Request a 2nd Level Administrative Hearing Request and attach up to three documents supporting their position
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the Agency allows)

Online Access for the Agency's Staff:

Included

Access to the Agency's data is based on unique usernames and passwords assigned to everyone who requires access to the system. **Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.**

Our Solution is setup to maintain a complete audit trail for each and every transaction in the system, therefore, the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each Agency Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSFs, Chargebacks and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place citations on hold
- Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
- Perform Administrative Reviews online by entering the disposition directly online
- Generate a time expired or letter of non-responsibility for a citation in the adjudication process
- View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2nd Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without registered owner information

Reporting:

Included

- Data Ticket offers 24 reports online for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available if the Agency is a Client.

City of Moreno Valley – Parking Fee Schedule

- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- If the Agency were to request a report that was not already available using the standard reports or report generator, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

Manual Payment Processing:

Included

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

Registered Owner Information:

Included

- Registered owner information for all citations issued on California license plates
- Turnaround time for acquisition of California registered owner information is **same day**
- Registered owner information for all citations issued on out of state license plates
- Data Ticket is a recognized Strategic Partner with NLETs and **has access to registered owner information nationwide real-time through NLETs service**
- Access to this system requires the use of the City's ORI for tracking purposes only; Data Ticket will utilize its own ORI for actually acquiring the out of state RO data

CA DMV Holds and Releases:

Included

- California DMV Holds and Release performed daily via an online connection
- Holds and releases can also be performed real-time, upon request
- Citation amounts placed on hold are updated daily in the event a partial payment is made

Customer Service:

Included

- Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, fix-it tickets, sign-offs, FTB, advanced credit reporting collections and more
- **All calls are recorded to quality assurance and recordings can be sent to the Agency at any time for review**
- Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

City of Moreno Valley – Parking Fee Schedule

Web Presence: Included

- Data Ticket's Solution is 100% web-based and Section 508 Compliant and is provided at: www.CitationProcessingCenter.com; this is a generic website in the sense that it is not Agency branded. **This website allows for the Agency and the Agency's Customers to access citations online**
- **If the Agency prefers to have an Agency branded website, one in which the look and feel mimics that of the Agency's website, Data Ticket can and will provide this feature to the Agency.**

Cost Increases:

Postal Rate Increase Offset – If postal rates increase during the term of the agreement, fees to DTI shall be raised immediately to offset the effect of the actual postal rate increase.

CPI Increases – There will be NO CPI increases for the duration of the agreement.



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 21, 2019

TITLE: TR 24203 – APPROVE TRACT MAP 24203 LOCATED AT THE EAST SIDE OF PIGEON PASS ROAD AT LAWLESS ROAD. DEVELOPER: KB HOME COASTAL, INC.

RECOMMENDED ACTION

Recommendations:

1. Approve Tract Map 24203.
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

SUMMARY

This report recommends approval of Tract Map 24203 which is owned by KB Home Coastal, Inc. The Tract Map 24203 will subdivide nine lots into 97 residential lots. The project is located on the east side of Pigeon Pass Road at Lawless Road

DISCUSSION

On November 22, 1994, the City Council of the City of Moreno Valley approved a revised Tentative Tract Map 24203. This tract is also subject to Amendment 4 of Development Agreement 102-89, as approved by the City Council on September 10, 2013. The term of the Agreement was modified to reflect a five (5) year extension ending on June 4, 2019. In addition, a Substantial Conformance application for the tentative tract map was administratively approved, by the Community Development Director on August 23, 2018, pursuant to the Moreno Valley Municipal Code. The Substantial Conformance revised the map to include water quality basins and also made other minor adjustments to parcel lines. The final tract map is consistent with the term of the Development Agreement and the tentative tract map as modified by the Substantial Conformance.

The project is for the development of 97 single-family residential lots over several parcels on approximately 40.8 acres located on the north and south sides of Lawless Road between Pigeon Pass Road and Shadow Mountain Drive. The Agreement for Public Improvements was approved by the City Engineer and recorded on March 7, 2019. The developer has requested that the map be approved for recordation. The tract map is not attached to this report due to its size and is available for review at the Public Works/Land Development counter at City Hall.

ENVIRONMENTAL

On November 22, 1994, the City Council of the City of Moreno Valley approved a Revised Map for Tentative Tract Map 24203. In accordance with the California Environmental Quality Act (CEQA) Guidelines, the City Council determined that the project as designed and conditioned would not result in a significant effect on the environment and qualified for a Negative Declaration under the provisions of CEQA. On September 1, 2013, the City Council recognized that Amendment 4 to Development Agreement 102-39 did not have the potential for any direct or indirect impacts under CEQA and is therefore exempt under Section 15061 of the CEQA Guidelines.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow the tract map to be recorded and allow the project to move forward with development of residential property and adjacent improvements.*
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 tract map to be recorded and not allow the project to move forward with development of residential property and adjacent improvements.*

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Vince Giron
Associate Engineer

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

Concurred By:

Michael D. Lloyd, P.E.
Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

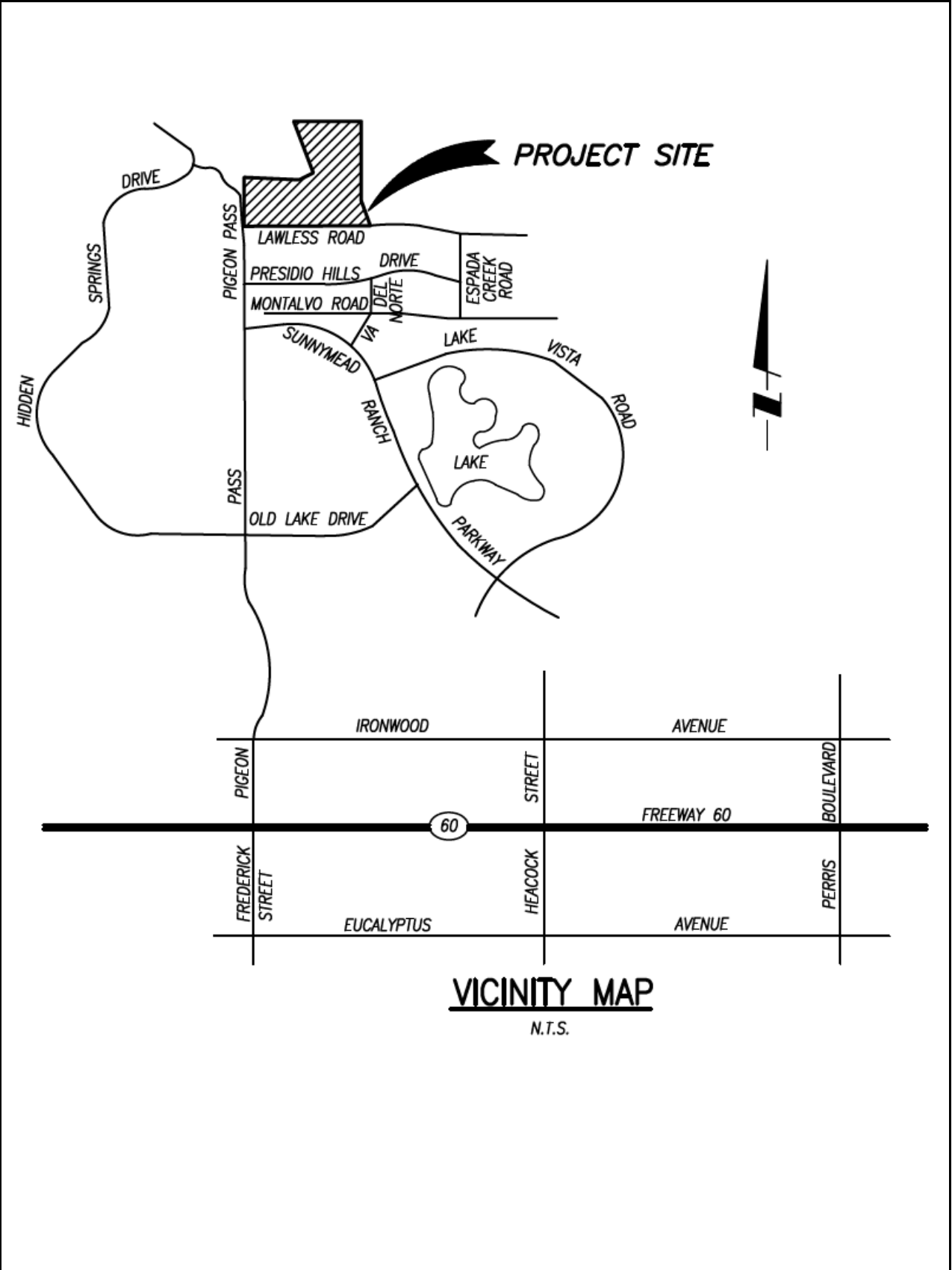
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

- 1. Vicinity Map - TR 24203

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/09/19 7:23 AM
City Attorney Approval	<u>✓ Approved</u>	5/13/19 3:46 PM
City Manager Approval	<u>✓ Approved</u>	5/13/19 3:56 PM



Attachment: Vicinity Map - TR 24203 (3576 : TR 24203 - APPROVE TRACT MAP 24203 LOCATED AT THE EAST)

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

TR 24203



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 21, 2019

TITLE: AUTHORIZATION TO AWARD AGREEMENTS FOR PROFESSIONAL CONSULTANT SERVICES TO MULTIPLE CONSULTANTS FOR ON-CALL ENGINEERING PLAN CHECK SERVICES

RECOMMENDED ACTION

Recommendations:

1. Approve separate Agreements for Professional Consultant Services with Charles Abbott Associates, Inc., Gong Enterprises, Inc., HR Green Pacific, Inc., Hunsaker & Associates Irvine, Inc., Interwest Consulting Group, Inc., and TKE Engineering, Inc. to provide on-call engineering plan check services to the Land Development Division, with each Agreement having a total not-to-exceed amount of \$500,000.00 for the life of the Agreement.
2. Authorize the City Manager to execute each Agreement.
3. Authorize the Chief Financial Officer to approve any related purchase orders, including those over \$100,000.00 for each consultant and subsequent related purchase orders, including those over \$100,000.00, for annual extensions up to a maximum of four annual extensions with each consultant, in accordance with the approved terms of the Agreements.
4. Authorize the Chief Financial Officer to make any necessary budget adjustment appropriations related to expenditures and the equal and offsetting revenues.
5. Authorize the Public Works Director/City Engineer to execute subsequent extensions and/or amendments to the Agreements, including the authority to authorize subsequent associated purchase orders in accordance with the terms of the Agreements, subject to the approval of the City Attorney, with a total contract length not-to-exceed five years.

SUMMARY

This report recommends approval of separate Agreements for Professional Consultant Services through which six consultants will provide on-call engineering plan check services to the Land Development Division. Firms were selected following review, rating, and reference checks of proposals submitted to the City. The consultants will provide plan check services to ensure timely review of engineering plans for development related projects.

DISCUSSION

To the extent possible, the review of engineering plans and documents will be conducted by in-house City staff. The plan check consultants will assist with project overflow in order to maintain the division's goal of a timely plan review turn-around. Based upon recent workload trends, a significant amount of development related plan check services is anticipated.

In January 2019, the Request for Proposals (RFP) for Professional Services for Engineering Plan Check Consultant Services was posted in Planet Bids and advertised in the Press Enterprise. On February 11, 2019, the City received thirteen (13) proposals in response to the RFP. Pursuant to the Moreno Valley Municipal Code (Code) procedures for professional services procurement, a selection committee, comprised of City staff, reviewed and rated all proposals according to the criteria established in the applicable Code section. The following firms were selected to provide engineering plan check consultant services after negotiation of a fair and reasonable price: Charles Abbott Associates, Inc., Gong Enterprises, Inc., HR Green Pacific, Inc., Hunsaker & Associates Irvine, Inc., Interwest Consulting Group, Inc., and TKE Engineering, Inc. Due to the high volume of plan submittals and the need for concurrent review by different consultants to avoid potential project delays, the top six (6) firms were selected for the following reasons:

- The firms indicated a clear understanding of the scope of work, operations, and processes.
- The firms have local experience providing plan check or design services.
- The firms discussed quality control measures to ensure delivery of a quality product within the requested plan check turn-around time.

The current Procurement Policy (Policy #3.18, Section VI.B.3) allows an original agreement to be extended for four additional one-year terms. As such, staff recommends that in addition to approving the initial agreements, the City Council authorize the Public Works Director/City Engineer to execute subsequent extensions or amendments, and authorize the Chief Financial Officer to approve related and subsequent purchase orders, 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 mutual agreement by both the City and the consultant to extend the Agreement.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative helps achieve the Land Development Division goal of a timely plan review turn-around for development projects.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *This alternative will not help achieve the Land Development Division's goal of a timely plan review turn-around and could cause the delay of development projects through the approval process.*

FISCAL IMPACT

The amount of plan check services needed varies depending on the pace of proposed development in the City. Based upon recent trends and the resulting workload, the Land Development Division budget request for other professional services (1010-70-29-20410-620299) for Fiscal Year 2019/2020 is \$425,000.00. The total amount of all agreements (including any authorized extensions) will be directly limited by the approval of future fiscal year budgets by City Council. The total amount of any one agreement (including any authorized extensions) will not exceed \$500,000.00 for the contract length not-to-exceed five years, unless authorized by the City Council.

The amount spent for professional consultant plan check services is funded through revenue received from the City's plan review fees in connection with services requested by developers/land owners. Therefore, there is no direct impact to the General Fund. Each plan check consultant receives compensation equal to 65% of the adopted City Land Development Division (LDD) fee for all improvement related plan checks and 75% of the adopted City LDD fee for final and parcel map plan checks. It is recommended that any necessary future budget adjustment appropriations be made related to the expenditures and the equal and offsetting revenues. Budgets will continue to reviewed on a quarterly basis by the City Council.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Larry Gonzales
Senior Engineer, P.E.

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

Concurred By:
Michael D. Lloyd, P.E.
Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

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.

CITY COUNCIL STRATEGIC PRIORITIES

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

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

ATTACHMENTS

- 1. Plan Check Consultant Agreement - Charles Abbott
- 2. Plan Check Consultant Agreement - Gong
- 3. Plan Check Consultant Agreement - HR Green
- 4. Plan Check Consultant Agreement - Hunsaker
- 5. Plan Check Consultant Agreement - Interwest
- 6. Plan Check Consultant Agreement - TKE

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/08/19 7:59 AM
City Attorney Approval	<u>✓ Approved</u>	5/13/19 4:27 PM
City Manager Approval	<u>✓ Approved</u>	5/13/19 4:54 PM

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 **Charles Abbott Associates, Inc.**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

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

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

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

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

DESCRIPTION OF PROJECT

1. The Project is described as Engineering Plan Check 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 **\$500,000.00**, over the entire term of the multi-year agreement, in accordance with the payment terms provided on 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

which such approvals have been denied.”

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 plan review schedule as stated in the Notice to Proceed.

8. This Agreement shall be effective from effective date and shall continue in full force and effect date through **June 30, 2020**, subject to any earlier termination in accordance with this Agreement, or extensions in one-year increments up to four (4) additional fiscal years as further provided for in the City’s Procurement Policy. 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

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.

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

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

(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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

(including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Engineering Division Manager/Assistant City Engineer, 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

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

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

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

22. A City representative shall be designated by the City and a Consultant 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. (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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

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

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

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.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

Charles Abbott Associates, Inc.

BY: _____
Thomas M. DeSantis, 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: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

City of Moreno Valley



Request for Proposal

2018-037

Professional Services for Engineering Plan Check Consultant Services

December 20, 2018

Question Deadline:

January 23, 2019, 4:00 pm, PST

Proposal Due Date:

February 12, 2019, 2:00 pm, PST

Submit proposal online at:

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

EXHIBIT A

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Table of Contents

Schedule 1

Proposal Procedures, Content, Format, and Criteria 1

Proposer Qualifications, Evaluation Criteria, and Award Process 4

Special Terms and Conditions 5

Exhibit A: Scope of Services 7

Exhibit B: Pricing 11

Attachment A: Required Response Template 12

Attachment B: Special Provisions 16

Attachment C: Client References 18

Attachment D: Non-Collusion Affidavit 19

Attachment E: Sample Invoice 199

Attachment F: Adopted City Land Development Division Fee Schedule 20

Attachment G: Sample Template of Agreement for Project Related Services 21

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Schedule

I. 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 **5:00 pm** unless stated otherwise.

DATE	EVENT
December 20, 2018	Request for Proposals (RFP) issue date
January 23, 2019 @ 4:00 pm	Question deadline
January 28, 2019	Final addendum issued (if necessary)
February 12, 2019	Proposal due date
March 11, 2019	Evaluation of proposals completed
March 18, 2019	Interviews, as necessary
April 2, 2019	Selection of Consultant & contract preparation
May 7, 2019	City Council Approves Agreement (estimated)
July 1, 2019	Start of Service

Note that City will entertain questions through the Q&A tab for the RFP at <https://www.planetbids.com/portal/portal.cfm?CompanyID=24660> no later January 23, 2019 at 4:00 pm PST.

Proposal Procedures, Content, Format, and Criteria

I. General

- A. **Proposal Format:** A proposer must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFP.
- C. **Right to Reject Proposals:** City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a Proposer is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified proposer or call for new proposals, whichever City deems most appropriate. See Attachment G for the Sample Template of Agreement for Project Related Services.
- E. **Incorporation of RFP/Proposal:** This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and Proposer.

- F. **Authorized Signatories:** Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. **Validity of Proposals:** Proposed services and related pricing contained in the proposal must be valid for a period of 180 days after the due date.

II. Proposal Content and Format

Include the following sections containing the information requested below in your proposal. To enable ease of evaluation, please follow the sequence shown and upload the required documents into the vendor portal in the appropriate sections.

A. Section 1: Executive Summary

1. Provide a cover letter of your company's information including:
 - a) Company's full legal name, address, phone, fax, email, website;
 - b) Prior company names (if any);
 - c) Organizational structure (corp., LLC, etc.);
 - d) Names and titles of the principal owner(s);
 - e) Person(s) authorized to make commitments for your company;
 - f) Company history, experience (brief), and years in business;
 - g) Current number of employees, key personnel;
2. Note any exceptions to any part of City's scope, specifications, terms or conditions in this letter and explain the reason.
3. Limit this section to a maximum of **one** page.

B. Section 2: Supplemental Company Information (Optional)

1. Provide any supplemental information not specifically requested by City that you would like City to consider in evaluating your proposal.
2. Ensure information is relevant to City's current or potential future needs.
3. Limit this section to a maximum of **one** page.

C. Section 3: Professional Team Assignments

1. Note any key personnel who are expected to remain in service until completion of the project.
2. Provide detail regarding the team to be assigned for these services.
3. Provide resumes of all team members.
4. Provide an organizational chart of all team members, titles, and a very brief description of their relevant responsibilities.
5. Limit this section to a maximum of **ten** pages plus resumes and org chart.

D. Section 4: Proposal Costs (Will not be viewed until after consultant ranking is made and top-ranked consultant is identified)

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

1. Submit all pricing on *Exhibit B using the form provided.
 2. Provide pricing for each of the required line items.
 3. Provide pricing for optional proposer recommendations.
 4. See payment terms in Exhibit B for additional details.
- * These forms are provided by City in the submittal forms section.

E. Section 5: Response Template

1. Complete City-provided Response Template with your answers to City's questions. Provide thorough responses with sufficient detail to enable City to evaluate your understanding of City's requirements, the suitability of your services and/or product(s) to meet City's requirements, the strength of your work plan, previous experience, and available resources.
2. Note these responses carry significant weight in City's evaluation of your proposal to provide and implement requested services.
3. Limit this section to a maximum of **ten** pages.

F. Section 6: Required Forms and Samples

1. Special Provisions Form*
 2. Client Reference List*
 3. Non-Collusion Affidavit*
- * Note these forms are provided by City in the submittal forms section.

G. Section 7: Work Samples

1. Samples of work, queries, reports, and forms**
 2. Sample of ongoing support and services agreements**
- ** Note that these documents will not be returned to proposer.

H. Inadequate Content

1. Note that a proposal is non-responsive if the proposal does not contain all proposal requirements, is not complete, is not received at the right location, and is not received by the proposal deadline, has exceptional or excessive exceptions. City may, at its sole discretion, waive minor non-material irregularities and informalities.
2. Do not submit extraneous marketing or promotional information.

I. Proposal Format

1. Electronic only: Searchable document
2. White paper, 8-½ x 11, page numbered
3. Typed, black print, approximately 11-12 point font
4. Free from excessive graphics or excessive photos

Proposer Qualifications, Evaluation Criteria, and Award Process

I. Proposer Qualifications

The intent of this RFP is to evaluate the proposals and ultimately select a Proposer that is determined to be the most qualified consultant to provide professional services for City.

The overall capabilities of consultant's organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top-level management, and ability of persons assigned to perform the work. Clearly state the relevant project experience of the personnel specifically proposed for the roles listed below. Specify possession of appropriate licenses and certificates.

II. Evaluation Criteria

A. Minimum qualifications, Competitive Range, and Award Consideration

The minimum qualifications, competitive range, and award consideration based upon the following criteria

1. City will review the Proposers Qualifications to determine if the Proposer meets or better the minimum requirements as detailed above.
2. Only Proposers that meet or better the minimum requirements will have their Proposals reviewed for consideration.
3. Only the best-qualified Proposer will be considered for final negotiations of scope of services, contract, award recommendation, and fee/price.

B. Evaluation Criteria

Award of the Contract shall be made to the most qualified Proposer that best meets City's specifications and needs. Submitted proposals will be evaluated on the following criteria:

- (40 points) – Experience of Key Personnel Background on key personnel (including all subconsultants) qualifications, abilities, familiarity with State and federal procedures and regulations, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
- (20 points) – The Firm's General Experience and Qualification Information about the company (and all subconsultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.
- (10 points) – References
- (20 points) - Project Approach/Understanding Discussion of major issues identified on the project and how consultant team plans to address them; availability of key staff

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

and commitment during contract; the management approach and organization necessary to perform the services; and outline quality control measures.

- (10 points) - Completeness, thoroughness, and neatness of submittal
- C. **Fee/Price Evaluation**
1. Proposed fee is not to be viewed until after consultant ranking is made and top-ranked consultant is identified.
 2. Reasonableness of fee requested to do the work, as originally proposed.
 3. Final negotiations.

III. **Award**

- A. After conclusion of the above Evaluations, as noted in the tentative schedule, interviews may be held, at the City's discretion. A Notification of Intent to Award may then be sent to the Proposer selected.
- B. Award is contingent upon the successful negotiation, at a fair and reasonable price, of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations for a fair and reasonable price cannot be concluded successfully, City may negotiate a contract with the next best qualified Proposer or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. City operates on a fiscal year basis, running July 1st through June 30th. The initial Contract shall be in effect on the date of executed signatures (but no earlier than July 1, 2019) through June 30, 2020. The agreement may be renewed at the expiration of its term, by agreement of both parties, in one-year increments, up to four additional terms, at the end of each subsequent fiscal year. Renewal of the Agreement shall be accomplished through an amendment to agreement signed by both parties.
- D. Rates may be negotiated for each mutually exercised optional renewal period.

Special Terms and Conditions

I. **Audit Requirements**

- A. City reserves the right to periodically inspect and audit Provider's accounting procedures and supporting documentation in conjunction with the performance of the required services.
- B. City will notify Provider in writing of any such requested audit.
- C. City will inspect and audit in a reasonable manner and at City's expense.
- D. Provider must fully cooperate with any such audit(s).
- E. City will notify Provider in writing of any exception taken as a result of an audit.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

- F. If an audit, in accordance with this article, discloses overcharges (of any nature) by Provider to City of the value of that portion of the Agreement that was audited, the actual cost of City's audit must be reimbursed to City by the Provider.

II. Termination

- A. If, in the opinion of City, Provider fails to perform or provide prompt, efficient service, City must have the right to terminate or cancel the Agreement upon 5-day's written notice, and pay Provider for the value of the actual work satisfactorily performed to the date of termination.
- B. City shall have the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Provider for the value of actual work satisfactorily performed to the date of termination.
- C. These rights are in addition to any other rights that City may have available.

Continued on Next Page

Exhibit A: Scope of Services

I. General

Consultant engineering plan check services will be on an "as needed" basis. There will be no guarantee of work. Consultant will review and/or perform duties related to the following:

II. Specific

Consultant will be required to adhere to all federal, state, and local requirements. In general, the engineering plan check consultant services to be furnished for this project will include, but not be limited to, the review of final maps, parcel maps, grading plans, erosion control plans, public infrastructure improvement plans, traffic control plans, easement and right of way documents, construction cost estimates, soils/geotechnical reports, and hydrologic/hydraulic studies prepared by engineering firms for private development projects in conformance with the approved project conditions of approval. Consultant shall review the construction cost estimate in City's format to be utilized for bonding purposes, and in most cases, establishment of plan check fees. Additionally, Consultant may be required to arrange and attend a meeting with City staff upon completion of the first plan check submittal. City does not currently utilize an electronic plan check process; however, it is under consideration. Consultant shall demonstrate the ability to perform electronic plan check, if necessary.

Consultant shall adhere to a fourteen calendar day (two week) turn-around time for first and second plan check reviews; and more specifically described below.

A) Research of Record Information

With the first plan check submittal, Consultant shall research available City engineering records such as final maps, parcel maps, survey ties, bench marks, improvement plans, grading plans, tentative maps, conditions of approval, etc. that City knowingly has in its possession. City will make available City records on regularly scheduled workdays. City copy machines will be made available to Consultant to reproduce any plans or other documents as necessary for Consultant's use in performing the plan check. City will provide project conditions of approval with the first plan check.

B) Format Submission

Consultant shall provide clear, concise, and complete plan check reviews to include, but not be limited to, all applicable items listed in City's plan check manual, project conditions of approval, project mitigation measures, City engineering standard drawings, and City municipal code requirements. Consultant shall check plan compatibility with existing/proposed maps, improvement plans, grading plans, drainage studies, and other related documents including approved plot plans, tentative maps, specific plans, and development agreements.

Consultant shall ensure that all drawings are prepared using twenty-four inch by thirty-six inch (24" x 36") plan sheets (except maps). Final plans shall be prepared using permanent ink on 24" x 36" Mylar sheets. No stick-ons are allowed. The original plans are to be considered to be the property of the project proponent, and

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

shall be submitted to City for approval. Upon approval of the Mylars by the City Engineer, the plans shall become the property of City.

C) Submittals to City

- 1) Completion of the first and second plan check reviews shall be fourteen (14) calendar days after pick-up from City, unless otherwise directed by City staff. Upon completion of each plan check review, Consultant shall provide one (1) set of redlines (check prints) along with comments pertaining to the construction cost estimate, reports, studies, and other related documents. At times, special requests are made by the project proponent and Consultant shall have the flexibility to review plans within seven (7) calendar days on the first and second submittals as requested by the City.
- 2) Consultant shall perform subsequent plan checks using the same assigned staff to complete the plan checking process, unless otherwise directed by City staff.
- 3) Consultant shall incorporate plan check comments from City staff from all pertinent departments and divisions.
- 4) Upon completion of the final plan check, Consultant shall meet with City staff to review the plans prior to requesting from the project proponent to submit one (1) set of blueprints, accompanied by the original reproducible Mylars and a final construction cost estimate, unless otherwise directed by City staff.
- 5) Consultant shall provide a written statement that they have reviewed the plans for conformance with City standards and practices, and is recommending the plans for City approval. The responsible engineer shall sign the statement.
- 6) Consultant shall provide a written statement on his letterhead that the final map/parcel map conforms to the tentative map, the state subdivision map act, the project's conditions of approval, and that the map is acceptable for recordation.
- 7) Upon completion of Consultant's map review and after final review by City staff, Consultant's authorized engineer or land surveyor shall sign the final map/parcel map as the "Authorized Agent of the City Engineer".

D) Estimate of Quantities and Cost

A preliminary estimate of quantities and costs shall be provided by the project proponent on forms provided by City, and included in the first plan check submittal. A final construction cost estimate shall be prepared by Consultant. The final

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

estimate of cost shall be based upon, and in agreement with, the final quantities as shown on the plans.

- E) Sewer and Water Drawings
The project proponent shall provide to Consultant all sewer and water drawings necessary to perform the sewer and water plan check within the public right-of-way. Consultant shall not be required to research sewer and water drawings. Because City does not own the sewer and water facilities, Consultant shall review these drawings for conflicts with City owned and operated infrastructure or conflicts with proposed City infrastructure within the public right-of-way. Sizing and capacity of these facilities is not the responsibility of Consultant.
- F) Pre-Plan Check Meeting
Consultant shall pick-up the first plan check submittal package from City within 24-hours of notification by City. City will answer questions and provide guidance for the review and research of City records for the submittal prior to Consultant checking of the plans.
- G) Post-Plan Check Meeting
Consultant shall arrange a meeting with City staff at City Hall upon completion of the first plan check, unless otherwise directed. The meeting will be held to discuss and answer questions regarding the technical provisions, the design drawings, conflicts with the design, etc. Consultant shall prepare a return transmittal to the project proponent.
- H) Third and Subsequent Plan Checks
The project proponent shall deliver third and subsequent plan checks to Consultant directly. Consultant shall return third and subsequent plan checks to the project proponent within seven (7) calendar days.
- I) Project Reporting
Consultant shall provide a written weekly status report to City regarding the plan check submittals by Friday at 3:00 PM. The reports shall include project identification, submittal dates, plan types, return dates, and plan check submittal number. The reports may be emailed to City.
- J) Responsible Engineer/Surveyor
A registered civil engineer in the state of California shall be the responsible engineer in charge of the plan check process. A licensed land surveyor or registered civil engineer authorized to practice land surveying shall be the responsible engineer/surveyor in charge of the map and easement plan check. Additionally, a registered traffic engineer in the state of California shall be available, as necessary, to be the responsible engineer in charge of traffic signal, signing and striping, and traffic control plan checks.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Exhibit B: 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.

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
1	Senior Engineer		\$		\$
2	Project Engineer		\$		\$
3	Technician 1		\$		\$
4	Technician 2		\$		\$
5	Clerical		\$		\$
6			\$		\$
B	Total Personnel Costs				

*** Attach additional sheets as necessary.

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment E 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. **City Fee Schedule:** See Attachment F for the current adopted City Fee Schedule. Plan check compensation is based on a percentage of the adopted City Land Development Division (LDD) fee charged to developers. Consultant will be paid 65% of adopted City LDD fee for all improvement plan checks (drainage studies; rough grading, precise grading, street and storm drain, sewer and water, traffic signal, signing and striping plans, etc.) and 75% of adopted City LDD fee for all final and parcel map plan checks. Additionally, the City does not currently have an expedited plan check review fee, but anticipates establishing one in the future. The expedited plan check review fee is expected to be at a higher rate than the standard plan check fee. If the expedited plan check review fee is adopted, Consultant agrees to be paid 65% of adopted City LDD fee for all expedited improvement plan checks and 75% of adopted City LDD fee for all final and parcel map plan checks. All plan check fees are not to exceed fees.
- C. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- D. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- E. **Proposal Pricing:** The awarded Provider's Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

Attachment A: Required Response Template

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
- D. Names and titles of the principal owner(s).
- E. Person(s) authorized to make commitments for your company.
- F. Company history, experience, years in business for current company name.
- G. Annual company revenues for the last three fiscal years.
- H. Tax ID number.
- I. The complete scope of services offered by your company.
- J. The number of clients (including governmental) served in past and present.
- K. Special qualifications, training, credentials, recognition, or awards.
- L. Contracts terminated for cause, pending litigation or legal issues.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.
- B. Team to be assigned for these services.
- C. Qualifications of specific individuals who will work on the project.
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.
- F. Current number of employees: full-time and part-time employees.
- G. Annual turnover rate of staff.
- H. Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.
- I. Facilities that would be utilized to perform the required work.
- J. Equipment that would be utilized to perform the required work.

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.
- B. Reasonableness of your fee to do the work.
- C. Current resources to meet or better all task and timeline requirements herein.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.
- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?
- F. How quickly can you begin providing services if awarded the contract?
- G. Details of any improvement or upgrades your firm has designed or implemented.

IV. Demonstrated and Technical Experience

Please describe your company's:

- A. Demonstrated record of success on work previously performed.
- B. Specific method and techniques to be employed on the project or problem.

V. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How you will schedule professional and staff to ensure milestones and deadlines are met?
- B. Provide required response time to the urgent service requests.
- C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.
- D. Provide any other relevant information that you believe would benefit City for the requested services.

Submitted by:

Company Name _____

Contact Name _____

Title _____

Signature _____

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Email _____
Phone _____
Date _____

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Attachment B: Special Provisions

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM:

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- _____ No exceptions taken
- _____ Exception taken to the scope of work or specifications
- _____ Exception taken to indemnification and insurance requirements
- _____ Exception to proposed contract language
- _____ Other

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

Please explain any of the checked items:

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: _____ DATE: _____

BUSINESS ADDRESS: _____

SIGNATURE OF REPRESENTATIVE: _____

BY: _____ TITLE: _____

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

(CONTINUED ON NEXT PAGE)

Attachment C: Client References

(Bidder's Company Name)

1. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
2. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
3. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
4. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	

Duplicate this form as necessary to complete list.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment D: 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.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
 December 2018

Attachment E: Sample Invoice

Consultant Name/Address/Phone			
City of Moreno Valley Accounts Payable P.O. Box 88005 Moreno Valley, CA 92552	Date: 8/15/19 Invoice No.: 12345		
PW/Land Development Division - Professional Services for Plan Check Consultant Services			
Project Name and Project No.: _____			
Purchase Order No.: _____			
Billing Period: <u>July 1, 2019 through July 31, 2019</u>			
<u>Description of Service Performed/Personnel*</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Review Final Map – 1st Review			
Project Engineer John Smith	40.0	\$125.00	\$5,000.00
Review Drainage Report			
Engineer Jane Smith	15.0	\$75.00	\$1,125.00
Review Rough Grading Plans			
Project Engineer John Smith	10.0	\$75.00	\$750.00
Review Street Improvement Plans			
Principal Engineer Mary Smith	20.0	\$25.00	\$500.00
Total Invoice			\$7,375.00
<i>*See attached page with detail of specific dates/hours/work performed.</i>			
Billings to date:	<u>Current</u>	<u>Prior</u>	<u>Total</u>
Total Billings	\$7,375.00	\$0.00	\$7,375.00
Budget			\$25,000.00
Remaining			\$17,625.00

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment F: Adopted City Land Development Division Fee Schedule

Adopted City Land Development Division Fee Schedule*

*Adopted 07/05/16 & Effective 11/30/16

Land Development

MAP CHECKING

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Adopted Fee
Parcel Map Residential	Each	\$ 4,091
plus per lot fee	per Lot	\$ 43
Parcel Map Non-Residential	Each	\$ 4,091
plus per lot fee	per Lot	\$ 43
Tract Map	Each	\$ 4,091
plus per lot fee	per Lot	\$ 43
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 201
Amended Map	Each	\$ 339
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 201

IMPROVEMENT PLAN CHECK (Includes but is not limited to Street Improvements, Storm Drain, Water, Sewer Plans, etc.)

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Street Improvements and Storm Drain	per Sheet	\$ 1,010
Storm Drain (RCFC & WCD)	per Sheet	\$ 1,290
Sewer	per Sheet	\$ 1,290
Sewer/Water	per Sheet	\$ 1,080
Water	per Sheet	\$ 1,080
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet, per Review	\$ 263
Revisions (Improvement Plans)	per Sheet	\$ 315
For As-Built with no changes, a one sheet fee is required.		
Traffic Signal Plan Check	per Sheet for first 3 Reviews	\$ 3,005
Signing and Striping Plan Review (1-3 submittals)	per Sheet	\$ 364
4th and subsequent submittals	per Sheet	\$ 200

Adopted City Land Development Division Fee Schedule*

*Adopted 07/05/16 & Effective 11/30/16

Land Development

MASS/ROUGH GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Adopted Fee
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet	\$ 860
Revisions (Mass/Rough Grading Plans) Including As-Builts	per Sheet, per Review	\$ 315
	per Sheet, per Review	\$ 315

For As-Builts with no changes, a one sheet fee is required

STOCKPILE/BORROW SITE PLAN

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Stockpile/Borrow Sites (Initial fee includes three (3) reviews unless otherwise noted)	per Sheet	\$ 635
4th and Subsequent Reviews (Stockpile/Borrow Plans)	per Sheet, per Review	\$ 240
Revisions (Stockpile/Borrow Plans)	per Sheet, per Review	\$ 255

PRECISE GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Commercial, Industrial, Multi-Family, and Tract Model	per Sheet	\$ 1,725
Custom Home	per Sheet	\$ 1,660
Tract Phase	per Sheet	\$ 1,940
4th and Subsequent Reviews (Precise Grading Plans)	per Sheet, per Review	\$ 510
Revisions (Precise Grading Plans) Including As-Builts	per Sheet, per Review	\$ 340

For As-Builts with no changes, a one sheet fee is required

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD

Adopted City Land Development Division Fee Schedule*

*Adopted 07/05/16 & Effective 11/30/16

Land Development

STUDIES

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Unit	Adopted Fee
Drainage (Hydrology/Hydraulics)	
Base Fee Plus	\$ 3,154
per acre	\$ 39
4th and Subsequent Review, per Review	\$ 1,104

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment G: Sample Template of Agreement for Project Related Services

AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. _____

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the 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 PROJECT
RELATED SERVICES
PROJECT NO.**

DESCRIPTION OF PROJECT

1. The Project is described as _____.

Project No. _____.

SCOPE OF SERVICES

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

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

PAYMENT TERMS

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

TIME FOR PERFORMANCE

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

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

Or

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through _____, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

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

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

SPECIAL PROVISIONS

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

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

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

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

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

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

This section shall survive termination or expiration of this Agreement.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

15. Insurance.

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

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

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

shall such payment impair or prejudice any remedy available to City with respect to the breach.

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

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

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

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant,

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

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

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

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

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

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

28. Supplementary General Provisions. (For projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by 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.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

- a) 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.
- b) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- c) 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.)
- d) 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.)
- e) 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).
- f) 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).
- g) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) 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.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

- i) 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.
- j) 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.
- k) 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.
- l) 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.)
- m) 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 FOLLOWS

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

City of Moreno Valley

Insert Contractor/Consultant Name

BY: _____
Chief Financial Officer
/City Manager/Mayor
(Select only one please)

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

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 C

EXHIBIT D

TERMS OF PAYMENT

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

because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT 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.

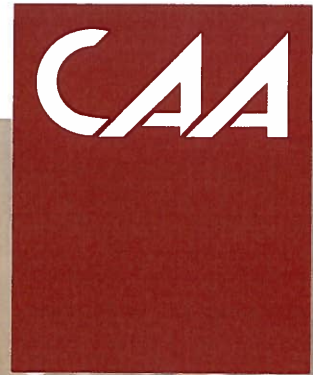
Acceptability of Insurers

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.

Charles Abbott Associates, Inc.



"Helping public agencies provide effective and efficient municipal services to improve communities since 1984"

**Professional Services for Engineering Plan Check
Consultant Services**

RFP # 2018-037

Prepared for

City of Moreno Valley

Charles Abbott Associates, Inc.

27401 Los Altos # 220
Mission Viejo, CA 92691
Toll Free: (866) 530-4980

www.caaprofessionals.com

EXHIBIT B

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

TABLE OF CONTENTS

Section 1: Executive Summary..... 3

 1. Cover Letter 3

 2. Exceptions..... 3

Section 2: Supplemental Company Information 4

Section 3: Professional Team Assignments 5

 1. Key Personnel..... 5

 2. Assigned Team 5

 3. Resumes 7

 4. Organizational Chart 17

Section 4: Cost Proposal..... 18

Section 5: Response Template..... 19

Section 6: Required Forms and Samples 30

Section 7: Work Samples 37

SECTION 1: EXECUTIVE SUMMARY

1. Cover Letter

- a) Company Legal Name: Charles Abbott Associates, Inc.
 27401 Los Altos, #220
 Mission Viejo, CA 92691
 (866) 530-4980
info@caaprofessionals.com
<http://www.caaprofessionals.com>
- b) Prior Company Names: N/A
- c) Organizational Structure: Corporation
- d) Principal Owners: Sue Abbott, Rusty Reed
- e) Authorized Person: Rusty Reed, President
 Main Point of Contact:
 Mike Podegracz, Director
mikepodegracz@caaprofessionals.com
 Phone: (949) 421-8447
- f) Company History: CAA was incorporated in 1984 in the State of California, and has since been providing a growing number of cities with outstanding Engineering, Environmental, and Building Services.
- g) Number of Employees: 207, 139 of which reside in Southern California. The key personnel for this project will be assigned from our nearby headquarter in Mission Viejo, CA.

2. Exceptions

CAA acknowledges and agrees to the terms, scope and conditions outlined in the City's RFP without exceptions.

SECTION 2: SUPPLEMENTAL COMPANY INFORMATION

Since 1984, CAA has been providing a growing number of cities with outstanding municipal services. Over the years, our vast knowledge, experience, and proven ability to satisfy the needs of cities of all sizes has earned us the reputation of being one of the most qualified firms in the industry. Our Project Team brings many years of related project experience together with an expertise in the development and management of similar plan review services for other municipal clients and is able to balance regulatory requirements, cost effectiveness, political considerations, and practicality when advising our customers. Our corporate headquarter is located in Mission Viejo, CA, and our regional presence affords CAA the unique advantage to provide additional staff without delay if workload increases.

CAA is a professional services consulting firm specializing in providing Engineering, Building & Safety, Fire Prevention and Environmental Services. For more than 30 years, CAA has been fulfilling its mission in helping municipal governments and regional government agencies deliver services more efficiently. CAA is able to consistently achieve high standards of service as a direct result of the company's commitment to nurturing a team of professionals with an exceptional work attitude, mind-set, experience and skills that are unique to CAA. Each staff member is highly trained and extremely conscientious when it comes to carrying out the corporate mission of providing unsurpassed customer service.

CAA is very familiar with on-call plan check services, as our sole business model is providing services to municipal governments in the form of plan checking, inspections and administration in the areas of engineering, environmental, and building and safety. Our Plan Review Service is provided by full-time and part-time plan reviewers, civil as well as structural and non- structural reviewers, throughout each region and available to meet additional workload as required. CAA will provide electronic plan review as well as daily pick-up and delivery of plans and specifications via a shipping service such as On-Trac or Eclipse at no additional cost to the City. Plans will be picked up and logged in the CAA plan review tracking system before being routed to the appropriate plan reviewer for review. CAA currently performs engineering, building and safety, and environmental plan check for cities in Nevada, Colorado and Georgia at our corporate office in Mission Viejo.

We pledge the full resources and backing of our firm to assure that the City has the most efficient and cost effective engineering plan check services strategy available. Our proposed team is comprised of highly qualified and customer-service oriented people able to handle all aspects of the City's engineering plan review process. CAA employs only highly qualified licensed and registered professionals with extensive construction experience. Our plan review staff works closely with engineers, architects, and designers, providing greater insight as to the constructability of design and the adherence to State and Federal codes, City rules and regulations, Subdivision Map Act and acceptable engineering practices.

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS

1. Key Personnel

The CAA project team chosen to serve the City includes personnel with proven track records in varied projects throughout Southern California and beyond, and the combination of their talents will provide for both thorough and consistent service. The City's project team is as follows:

- **Mike Podegracz, PE**, is the Senior Engineer selected to work with the City. He will ensure that our policies, procedures, and manpower will provide the level of service the City desires. He will supervise the project and maintain continuous communication with the City to ensure the City is 100% satisfied with our staff, our turnaround times, the quality of our work, and the overall teamwork between our staff and yours.
- **Danny Chow, PE** will serve as Project Engineer and has over 34 years of design and plan checking as well as traffic engineering experience.
- **Janet Slitz, MSCE** will serve as a Technician and Plan Check Engineer and brings well over 34 years of plan checking and design experience to the City's team.
- **Cindy Kwong Lu** will also serve as a Technician and Plan Check Engineer. Ms. Kwong is a California Registered Professional Engineer and a QSD and will provide plan review services, as necessary.
- **Jack Rydell, PE., T.E., PTOE** is licensed as a Traffic Engineer and has over 32 years of traffic engineering experience.
- **Paula Pereira, PLS**, will provide parcel and tract map checking services and has over 18 years of professional experience.
- **Maribel Arevalo** will provide clerical support as needed.

2. Assigned Team

CAA has been providing Professional Services to a growing number of cities and counties in the Southern California region since 1984. CAA hires and maintains a fully credentialed and cross-trained staff that effectively meets our clients' needs. Many members of CAA staff have years of prior public and private sector experience that adds value to our municipal client's service endeavors. In addition, CAA has a record of very low staff turnover, which has proven highly beneficial to our clients.

We have assembled a project team with the skills and qualifications necessary to serve the City successfully. This team of highly qualified and experienced staff has provided similar services to many cities and counties, and brings numerous combined years of related experience to the table. California registered civil engineers, licensed land surveyors, and environmental scientists are available to provide back-up to the project and to meet the varying workload demands of the City. CAA assures that a core back-up staff is established to ensure the City is not "short-staffed" at any time, due to vacations, sick leave, etc.

CAA's management approach has been highly effective in maintaining strict quality and contract compliance in the performance of similar contracts. Our Project Team maintains these key qualities:

- Highly qualified key personnel, with a Project Manager who has a proven track record managing similar and multi-task contracts;
- Strict cost and schedule control procedures that address planning, scheduling, budgeting, performance evaluation, and quality control;
- Proven success with project tracking and documentation procedures and systems to facilitate the early identification of performance issues;
- Technical knowledge to perform the service(s);
- Certification/Registration in the necessary disciplines to demonstrate their technical knowledge;
- Ability to stay current with technology through ongoing training; and
- Ability to communicate effectively with the City and public.

The success of a project is often directly related to the Project Team. All work will be performed under the direction of a licensed engineer registered with the State of California who will review plans for compliance with all applicable codes, regulations, guidelines, and permits regarding grading, water quality, tract maps, parcel maps, street improvements, and other plan check services as required for engineering and development projects.

The proposed team has many years of experience reviewing grading plans (rough and precise), stormdrain, water and sewer plans, street improvement plans, and traffic plans. As part of the review process, we also review hydraulic and hydrology reports, soil reports, structural calculations, engineering reports, and traffic studies for compliance with state and local rules and regulations, as well as general engineering practice.

CAA's team is structured to allow flexibility in manpower and will match fluctuating workloads and priorities with proper staff. Short-term fluctuations are leveled out through temporary use of other CAA personnel brought in for peak periods. Long-term needs are met through the addition or removal of trained staff, with City approval, as well as finding more efficient ways to manage and accomplish existing work. CAA will:

- Provide such necessary and related functions as are normal practice for engineering review and control of private developments, including but not limited to: grading, streets, storm drain, sanitary sewers reviewing and conditioning of land divisions and development – residential, commercial, and industrial plan checking; drainage and hydraulics/hydrology reviews according to City and State methodologies, lot line adjustments, final and parcel map reviews, and assuring condition compliance.
- Provide complete project coordination for rapid response.
- Consult with the client's staff to ensure consistency.
- Match CAA's expertise and technical abilities with the client's needs.
- Provide turnaround times equal to or less than current procedures.

- Provide responsible and complete record keeping ensuring timely response, and quality.
- Evaluate current City Standards for understanding by the staff assigned.
- Ensure that City policies and guidelines are clearly understood.
- Prior to beginning the project, our staff reviews the procedures under which we will operate to ensure that the “rules” are clearly understood.
- Provide technical support as directed by the client’s staff.
- Assure that files and plans are secured, organized, and up-to-date.

CAA has the resources available to meet the City’s needs. We guarantee that we will commit the necessary resources required to achieve high-quality, fast turnaround plan check reviews. We take our commitment to superior services very seriously and undertake each project with a solemn professional obligation to serve the City and the owners, developers, engineers, and builders who process plans through the City’s plan review process.

We have staff currently operating in and providing services for state and local governments in California with fast response time and maximum efficiency. We will have daily pick-up and delivery via a delivery service or complimentary over-night mail service available in addition to web based digital review throughout the life of the contract, as well as web based mail, data, and plan review services. CAA will provide guaranteed plan check turnaround times that will meet or exceed the City’s expected review timeframe, and will provide on-call emergency staff as needed. Our staffing levels will remain proportionate with the City’s workload and ensure that all plan checks are conducted in an efficient and courteous manner that is responsive to the needs of the City and the public. CAA has the experience, knowledge, and ability to manage such tasks, assignments, and responsibilities while reducing the City’s financial and staffing burdens. Additionally, CAA has the ability to add certified and qualified staff whenever workload demands increase.

3. Resumes

Please find the resumes of our proposed staff below.

Mike Podegracz

Regional Director

Years of Experience

40+

Education

B.S., Civil Engineering, Loyola Marymount University, Los Angeles

Professional Memberships

American Society of Civil Engineers
American Water Works Association
International City Manager Association
California City Manager Foundation

Certifications

Licensed Civil Engineer, California (C33445), Colorado (51626), Florida (81211), Georgia (PE 041120), Utah (10931759-2202) and Texas (131553)
California Disaster Service Worker ID 80622

KEY QUALIFICATIONS

- Project Management Experience
- City Manager Experience
- Engineering Experience
- Multiple Certifications

Mr. Podegracz provides project management services for various commercial development and transportation related projects. He is currently service as Project Manager for the City of Yucaipa's Wildwood Canyon Road Freeway Interchange at Interstate 10 Project Study Report. He is also providing Project Management Services for a mixed use commercial and residential development for the City of Twentynine Palms.

Mr. Podegracz served as the City Manager for the City of Hesperia for over 10 years and was responsible for the direction, planning, organization, design, maintenance and management of a full service City that included Planning, Building and Safety, Engineering, Code Enforcement, Animal Control, Public Works (streets, storm drain, water and sewer), Finance and Community Relations. The City contracted with the County of San Bernardino for Police and Fire Services. The City encompassed an area of approximately 75 square miles and served a population of approximately 96,000. Some of the major Capital Improvement Projects that were completed during this period included a \$27 million railroad grade separation, a new \$60 million freeway interchange, a new 58,000 square foot City Hall, a new 20,000 square foot library, a new 43,000 square foot Police Station, a new 18,500 square foot Fire Station, and a new Public Works Corporation Yard.

Prior to serving as City Manager, Mr. Podegracz served as Director of Development Services/City Engineer for the City of Hesperia for 5 years. In this capacity, he served as the Public Works Director and oversaw the operation and maintenance of the City's 500 miles of street, 550 miles of water pipelines (including reservoirs, booster stations and water wells), 150 miles of sewer pipelines, and 25 miles of storm drains. He also

oversaw the implementation of a new Asset and Maintenance Management software system for the entire department.

As City Engineer, Mr. Podegracz's responsibilities included preparing plans, specifications and estimates for road improvement projects; administering the Capital Improvement Program; preparing hydraulic and hydrology design and analysis for drainage improvements; implementing the City's Pavement Management Program; performing traffic studies for roadways; and reviewing, analyzing, and making recommendations on land development projects.

Prior to working with the City, Mr. Podegracz provided consulting services for over 22 years to governmental clients that included cities, counties, special districts and the federal government. He was directly involved in the preparation of over 25 water master plans, wastewater master plans and Urban Water Management Plans.

He was also involved in the planning, design and construction management of municipal infrastructure projects that included; roadway improvement projects including pavement overlays, pavement reconstruction, concrete curb, gutter and sidewalk, landscape and lighting; storm drain projects including concrete box culverts, channels and pipelines; water systems including large and small diameter pipelines, booster stations, water wells and above ground welded steel reservoirs, and; wastewater systems including pipelines and lift stations.

Recent Project Experience

- City Manager, City of Hesperia, CA
- Director of Development Services/City Engineer, City of Hesperia, CA
- Vice President and Project Manager, So & Associates Engineers, Inc.
- Project Engineer, Brockmeier Consulting Engineers

Danny Chow, PE

Registered Civil Engineer/Plan Checker

Years of Experience

35+

Education

M.S., Civil Engineering,
California State University, Fullerton
B.S., Electrical Engineering,
California State University, Fullerton

License

Civil Engineer: California, Nevada, Oregon,
Washington, Georgia, and Montana

Professional Memberships

American Society of Civil Engineers

Certifications

California Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP)
California Governor's Office of Emergency Services, Disaster Service Worker

Mr. Chow has over 35 years of experience in management, planning, review, design, and construction of civil engineering projects. Of his 20 years with Charles Abbott Associates, Inc., he has been in charge of and managed numerous CIP projects from funding, design, bidding, and construction through completion for several agencies as project manager and provided the highest level of service to those agencies. His past experience includes street maintenance and rehabilitation, street widening, flood control and storm drains, parking facilities, public transportation facilities, parks and recreations, and other CIP projects, as well as coordination with local, state, and federal agencies. Danny has provided civil reviews for numerous projects in Nevada, California, and Georgia. His review experience ranges from grading plans, street improvement plans, drainage plans, hydrology and hydraulics, traffic studies, NPDES, engineering reports of various types, as well as assessment districts.

Recent Project Experience

- Review of drainage studies, storm drain plans, grading plans, street improvement plans, erosion control plans, SWPPP, WQMP, and other development related documents
- Design (street rehabilitation, realignment, widening, overlay, storm drain, and public parking)
- Review of Engineering Studies (traffic, hydrology, hydraulics, cost analysis, and geotechnical)
- CIP Management
- Safe Route to Schools projects
- Public Works Inspections
- Bus Transit Center design and construction management

KEY QUALIFICATIONS

- Registered Civil Engineer
- Construction Management
- Municipal Background
- CIP Experience
- Design Experience
- Experience with Federally Funded Projects
- Project Scheduling

Janet Shliz, MSCE

Plan Checker

Years of Experience

34+

Education

B.S., Civil Engineering, Moldova
Polytechnical Institute, 1977

M.S., Civil Engineering, Moldova
Polytechnical Institute, 1979

KEY QUALIFICATIONS

- Extensive Plans Review Experience
- Registered Civil Engineer
- Municipal Experience

Ms. Shliz has over 34 years of experience in plan review, planning, and design of civil engineering projects. During her 15 years with Charles Abbott Associates, Inc., she has reviewed many projects in Southern California ranging from grading plans (rough and precise) to erosion control, street improvement and parking lot plans. She has spent most of her years with CAA reviewing projects for several of our municipal clients in Southern California, many of which are in LA and Orange Counties. Janet has designed and reviewed numerous CIP projects from, bidding, and construction, through completion for several agencies. Her past experience includes pavement management and evaluation, street maintenance and rehabilitation, street widening, parking facilities, public transportation facilities, parks and recreation, and other CIP projects, and coordination with local, state, and federal agencies. Most of her experience is in municipal arena.

Recent Project Experience

- City of Yucaipa, Uptown improvement project plan review
- City of Yucaipa, 120 unit Senior Apartments grading and SWPPP review
- Nye County Nevada, Blagg Road preparation of plans and specifications for the reconstruction of previously failed road
- City of Twentynine Palms, Adobe road preparation of plans and specifications for the street rehabilitation project

Cindy G. Kwong-Lu, PE, LEED AP

Registered Civil Engineer/Plan Checker

Years of Experience

17+

Education

B.S., Civil Engineering, University of California, Los Angeles, 1999

Registration

Civil Engineer: California (C 65945)

Professional Memberships

ICC

Certifications

LEED Accredited Professional, GBCI No. 10469089

Ms. Kwong-Lu has over 17 years of experience in plan review, planning, and design of civil engineering projects. Of her 9 years with Charles Abbott Associates, Inc., she has reviewed many projects in southern California ranging from grading plans (rough and precise) to erosion control, street improvement and parking lot plans. Cindy has been responsible for numerous CIP projects from design, bidding, and construction, through completion for several agencies as design engineer and provided the highest level of service to those agencies. Her past experience includes pavement management and evaluation, street maintenance and rehabilitation, street widening, parking facilities, public transportation facilities, parks and recreation, and other CIP projects, and coordination with local, state, and federal agencies. Most of her experience is in the municipal arena.

KEY QUALIFICATIONS

- Extensive Plans Review Experience
- Registered Civil Engineer
- Municipal Experience

Paula Pereira, P.L.S.

Years of Experience

18+

Education

B.S., Surveying Engineering - University of Porto, Portugal, 1997

License

Licensed Land Surveyor California, 8493
California Land Surveyors Association, 12182

KEY QUALIFICATIONS

- Licensed Land Surveyor
- Extensive Experience with private development projects as well as public agencies
- Project Management Experience

Ms. Pereira serves as a professional land surveyor at CAA. She joined the firm over 3 years ago, continuing a 16-year career of providing land surveying expertise. Her career is based upon a combination of land surveying knowledge with creative, situation-specific solutions to meet the requirements of unique challenges. Ms. Pereira's background includes handling field and office duties for civil engineering/land surveying and private companies, providing her with a broad understanding of the operations, goals, limitations and needs of private development projects as well as public agencies. She has experience in private development projects, both commercial/industrial and residential, both large and small in size, multi-family and single family. She also has experience in the preparation and plan check of land surveying documents and maps such as legal descriptions, Tract and Parcel maps, Records of Survey, Lot Line Adjustments, A.L.T.A. and topography survey maps.

Ms. Pereira has been serving as consulting Engineering Associate for the Town of Apple Valley in San Bernardino County.

Prior to joining CAA, Ms. Pereira held positions as a Land Surveyor with private civil engineering/land surveying firms in Portugal and Southern California, serving the development communities for over 13 years. Her responsibilities included field and office operations, record data research, calculations, boundary establishments, topography and construction surveys, processing through design, plan check to approval and construction of private and public development projects. Her experience varies from the construction of engineering projects including multi-story buildings, bridges, and roadwork layout, to the construction layout of subdivisions throughout Southern California. She is experienced with boundary establishment, Lot Line Adjustments, Record of Surveys, and has performed many topography, construction and A.L.T.A. surveys.

Jack E. Rydell, P.E., T.E.

Senior Traffic Engineer

Years of Experience

30+

Education

B.S., Civil Engineering, California State Polytechnic University

Licenses

Professional Civil Engineer CA, CO
Traffic Engineer CA

KEY QUALIFICATIONS

- Extensive Experience in Traffic Engineering, Traffic Calming, Traffic Design, and Traffic Studies
- Solid Engineering Knowledge
- Extensive Knowledge of ADA Requirements

Certifications

Professional Traffic Operations Engineer (PTOE)

Mr. Rydell's 30-year career is based on providing public agencies with engineering expertise using a combination of solid engineering knowledge with creative, situation-specific solutions to meet the needs of individual communities and issues. Because of his extensive public agency experience, Mr. Rydell has a thorough understanding of the needs and concerns facing these jurisdictions, which gives him the ability complete projects in a timely and cost effective manner. His traffic engineering background includes handling the duties of a City Traffic Engineer for several agencies, providing him with a broad understanding of the operations, goals, limitations and traffic needs of city public works. He also has experience in writing traffic-related grant applications, successfully obtaining approximately \$7 million in grant funding for various cities since 2005.

Recent Project Experience

City Traffic Engineer: Mr. Rydell is the City Traffic Engineer for Redondo Beach. He has previously served as the consulting City Traffic Engineer for various agencies including the Cities of Palos Verdes Estates, La Mesa, Manhattan Beach, Del Mar, Lomita, and Rancho Palos Verdes. His responsibilities involve handling all general traffic engineering concerns within the various agencies including:

- Responding to requests, questions, suggestions, complaints and concerns from citizens, staff, commissions, political representatives and other agencies regarding traffic issues
- Preparation and review of traffic signal, signing, striping and marking plans as required
- Preparation of Engineering and Traffic Surveys for the establishment of speed limits
- Roundabout analysis, layout and design
- Parking evaluation and design, including on-street back-in angled parking layouts

- Evaluation, design and implementation of bicycle facilities, including Class I, II, III and IV facilities, signage and markings
- Evaluation and enhancement of pedestrian facilities, including ADA compliance improvements
- Preparation and review of construction temporary traffic control plans and special event traffic control plans
- Review of traffic studies and Traffic Impact Analyses
- Capital Improvement Program development, design and administration

Mr. Rydell has extensive experience with preparing and presenting Commission and City Council reports, conducting community meetings, representing cities to the media and supervising City staff in the performance of these duties.

On-Call Traffic Engineering: Mr. Rydell has provided on-call traffic engineering services to the cities of El Monte, Banning, Big Bear Lake, El Segundo, Needles, Torrance, Twentynine Palms, the Town of Apple Valley and Nye County, Nevada. He has lengthy experience in preparing, reviewing and supervising the successful completion of various traffic engineering designs and tasks for municipalities on a project-specific basis. These projects were completed in conformance with Federal, State and Local guidelines and done in a timely and cost effective manner. Projects included traffic signal design, signal operation studies, traffic control investigations, school traffic safety studies, traffic impact study reviews, neighborhood traffic calming, parking designs, signing and striping plans and traffic control plans.

Maribel Arevalo

Accounting Assistant

Years of Experience

13+

Education

AA in Liberal Arts, Santa Ana College 2008

KEY QUALIFICATIONS

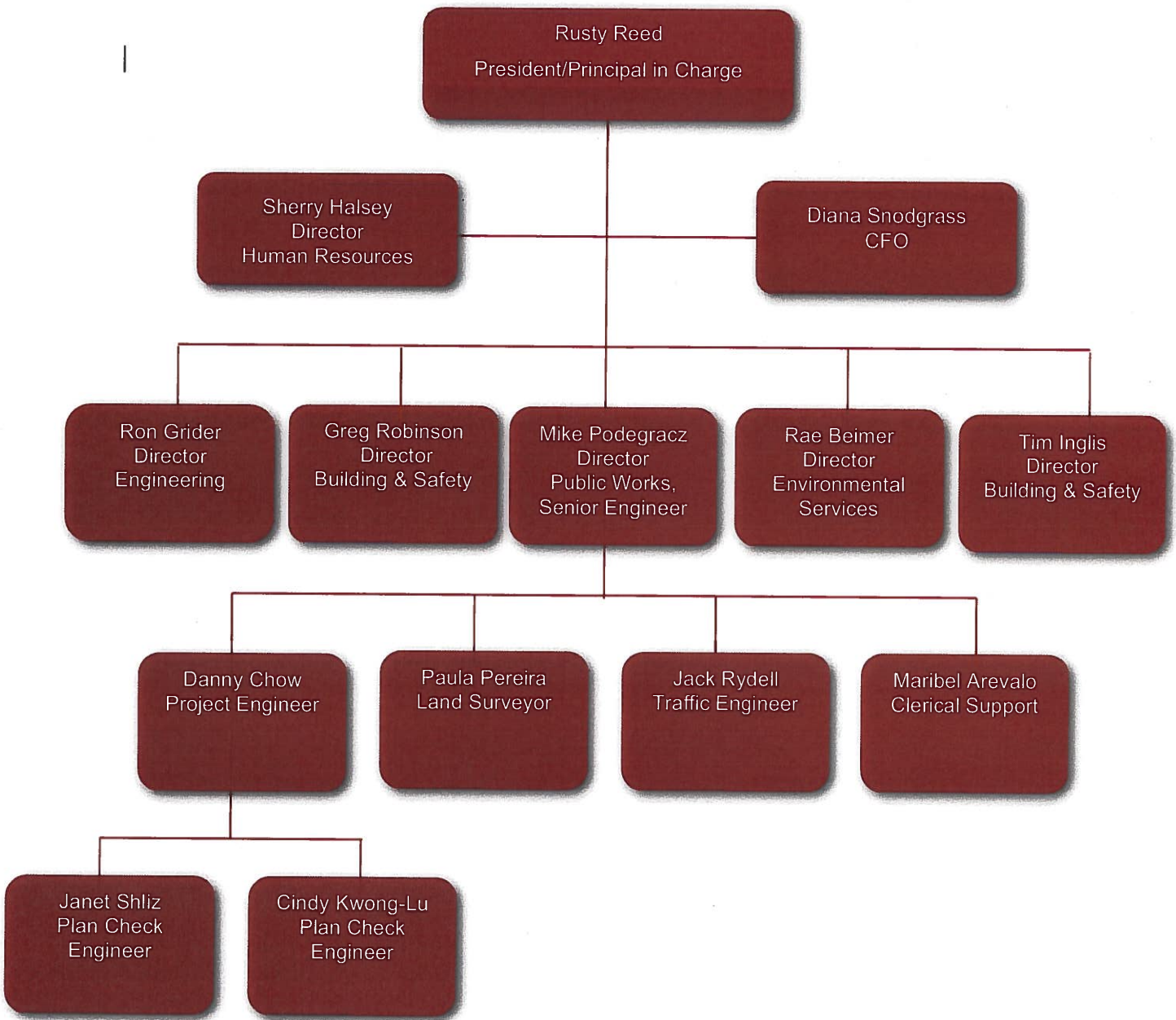
- Bilingual (English/Spanish)
- Detail Oriented
- Supervisory Experience

Ms. Arevalo has over 13 years of clerical and customer service experience. Her responsibilities at CAA as an Accounting Assistant include creating invoices, creating reports, payroll, reviewing weekly time sheets, mail, logging plans, data entry, and miscellaneous filing.

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

4. Organizational Chart

The following chart shows the general corporate and departmental organization and structure of CAA and the key staff assigned to the City of Moreno Valley. Since our incorporation in 1984, CAA has grown to a full-time and part time staff of 207 employees, and has historically demonstrated a record of very low staff turnover, which has proven highly beneficial to our clients. CAA employs a fully credentialed, cross-trained staff that effectively meets our environmental, engineering and building and safety commitments to our clients.



SECTION 4: COST PROPOSAL

Pricing is provided separately to allow consultant ranking independently of cost, as requested by the City.

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

SECTION 5: RESPONSE TEMPLATE

Please find the City's Response Template below.

Attachment A: Required Response Template

Charles Abbott Associates, Inc.

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. **Company Information: Name, Contacts, History, Scope of Services**

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.

Charles Abbott Associates, Inc.

27401 Los Altos, #220
Mission Viejo, CA 92691
(866) 530-4980
info@caaprofessionals.com
http://www.caaprofessionals.com

- B. Prior company names (if any) and years in business; mergers, buyouts, etc.

N/A

- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

Corporation

- D. Names and titles of the principal owner(s).

Sue Abbott, Rusty Reed

- E. Person(s) authorized to make commitments for your company.

Rusty Reed, President

- F. Company history, experience, years in business for current company name.

CAA was incorporated in 1984 in the State of California, and has since been providing a growing number of cities with outstanding Civil Engineering, Building and Safety, Fire Protection and Environmental Services. As a part of all our engineering services, we provide timely development review services. Our experience in development review includes review starting at the entitlement stage and runs through construction document preparation, construction, and inspection stages. We have experience in a full range of different types and sizes of development, ranging from single rural properties to master planned communities, mixed-use developments, planned unit developments and industrial/commercial business parks.

G. Annual company revenues for the last three fiscal years.

CAA is a privately owned company functioning as an "S" corporation. CAA has been financially stable and viable since its inception in 1984. As an indication of financial stability, please find below CAA's gross revenue for the last three fiscal years:

2017 - \$24,570,319

2016 - \$21,677,040

2015 - \$19,556,982

H. Tax ID number.

33-0053899

I. The complete scope of services offered by your company.

CAA is a professional services consulting firm specializing in providing Civil Engineering, Building and Safety, Fire Prevention, and Environmental Services to our municipal clients. For more than 30 years, CAA has been fulfilling its mission in helping municipal governments and regional government agencies deliver services more efficiently. CAA is able to consistently achieve high standards of service as a direct result of the company's commitment to nurturing a team of professionals with an exceptional work attitude, mind-set, experience and skills that are unique to CAA. Each staff member is highly trained and extremely conscientious when it comes to carrying out the corporate mission of providing unsurpassed customer service.

J. The number of clients (including governmental) served in past and present.

CAA has served and currently serves well over 75 municipal clients.

K. Special qualifications, training, credentials, recognition, or awards.

CAA is able to consistently achieve high standards of service as a direct result of the company's commitment to nurturing a team of professionals with an exceptional work attitude, mind-set, experience and skills that are unique to CAA. Each staff member is highly trained and extremely conscientious when it comes to carrying out the corporate mission of providing unsurpassed customer service.

As an example of the company's quality of service, CAA's Building Services have been consistently rated by the Insured Services Office (ISO) to be in the Top 3% of the nation's Building Departments.

Additionally, the International Code Council (ICC) has recognized CAA as a Preferred Provider.

CAA also stands out through:

- Professionals who seamlessly integrate into your team
- Exceptionally high employee retention
- Local and regional experience
- Industry leaders as recognized by ISO and ICC
- Immediate emergency response
- Cross-trained staff

- Providing vehicles and all other tools needed to perform our work
- Achieving lower cost, faster response time, and higher service levels while improving processes

L. Contracts terminated for cause, pending litigation or legal issues.

CAA has never failed to complete any work awarded, or been removed from any project due to wrongdoing or failure to provide the requested services. No petition under the federal bankruptcy laws or state insolvency laws has been filed by or against CAA in the existence of the company.

The following is a list of cases filed and settled within the last 5 years. There are no filed, pending or threatened claims of litigations that would impede our ability to provide our services to the City.

Ostrow vs. Hidden Hills (City tendered the case to us for defense on 3/17/17) and the case is still pending. Homeowner is suing over a faulty foundation on their remodel.

Top Rank Builders vs. County of Nye, Pahrump, NV settled out of court September 2018

Miller vs. City of Twentynine Palms, CA, case still pending. CAA didn't perform any of the work on the crosswalk that is the basis for the lawsuit, which is most likely going to be dismissed.

Boar Inc. vs. County of Nye, et. al.
Case Reported: 4/22/2010
Case Dismissed: 1/16/2014

Victor Ambrosio and Linda Martinez vs. City of Hawaiian Gardens, CA, et. al.
Case Reported: 12/2/2013
Case Dismissed: 2/9/2016

Schlickman vs. City of Palos Verdes Estates, CA, et. al.
No court case was filed in this matter
Plaintiff's claim was settled on 4/22/2013

Wilson vs. City of Laguna Niguel, CA, et. al.
Case Reported: 2/14/2015
Case against Charles Abbott Associates was dismissed on 1/7/2016

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.

The following key personnel will be assigned to the City:

- Mike Podegracz, PE, Senior Engineer
- Danny Chow, PE, Project Engineer

- B. Team to be assigned for these services.

- Mike Podegracz, PE, Senior Engineer
- Danny Chow, PE, Project Engineer
- Janet Shliz, MSCE, Plan Check Engineer
- Cindy Kwong-Lu, PE, LEED AP, Plan Check Engineer
- Paula Pereira, PLS, Land Surveyor
- Jack Rydell, PE, TE, PTOE, Traffic Engineer
- Maribel Arevalo, Clerical Support

C. Qualifications of specific individuals who will work on the project.

Mike Podegracz has over 40 years of engineering experience, including Public Works oversight, preparing plans, specifications and estimates for road improvement projects; administering the Capital Improvement Program; preparing hydraulic and hydrology design and analysis for drainage improvements; implementing Pavement Management Programs; performing traffic studies for roadways; and reviewing, analyzing, and making recommendations on land development projects. Danny Chow has over 35 years of experience in management, planning, review, design, and construction of civil engineering projects.

D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.

CAA will ensure that the key personnel is available as needed. Mr. Podegracz will be available to review and resolves all issues that arise under this project. Mr. Chow will be directly responsible for all plan review. The amount of time will vary based on the number and complexities of plan check submittals.

E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

- Mike Podegracz, PE, Senior Engineer
- Danny Chow, PE, Project Engineer
- Janet Shliz, MSCE, Plan Check Engineer
- Cindy Kwong-Lu, PE, LEED AP, Plan Check Engineer
- Maribel Arevalo, Clerical Support

Resumes are provided on pages 8-10 of our response, as outlined by the Proposal Content and Format requirements of the City's RFP.

F. Current number of employees: full-time and part-time employees.

207

G. Annual turnover rate of staff.

CAA has historically demonstrated a record of very low staff turnover at our client sites, which has proven highly beneficial to our clients. Internally, CAA has an estimated turnover rate of less than 15%.

H. Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.

CAA will not utilize any subconsultants to fulfill the services outlines in the scope of this RFP.

- I. Facilities that would be utilized to perform the required work.
CAA expects most of the work to be done from our corporate headquarter in Mission Viejo, and provide City Hall based on-site support as needed.
- J. Equipment that would be utilized to perform the required work.
CAA will provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service. All of our services as well as any associated costs for labor, materials, equipment and supplies necessary to provide these services are included in our fees

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.
CAA's plan check team will review projects as assigned, including but not limited to: street improvement plans, grading plans, sewer and storm drain plans traffic, and various other improvements; tentative maps, tract maps, and utility easements; subdivision maps and professional studies, including NPDES and water quality plans and reports. Projects will be reviewed in conformance with and in relation to conditions of approval, approved site plans and tentative maps, title reports and other development related documents. Our staff is technically qualified, trained, properly licensed and certified to provide all engineering plan check services to meet your workload needs, including the plan check services as outlined by the City:
- Provide plan reviews of the assigned project plans, in accordance with City's adopted codes and amendments as well as the City's plan check manual. Each plan review is assigned to an engineer with oversight of the project manager. The assigned engineer will be committed to the project and will furnish all subsequent submittal reviews for the project—the optimum way to maintain a consistent review and avoid "late hit" comments that have already been resolved in prior reviews. In cases where the project manager is the primary reviewer, another member of our firm will provide a quality control review.
 - CAA will provide such necessary and related functions as are normal practice for engineering review and control of private developments, including but not limited to: grading, erosion control, streets, storm drain, sanitary sewers reviewing and conditioning of land divisions and development – residential, commercial, and industrial plan checking; drainage and hydraulics/hydrology reviews according to City and State methodologies, lot line adjustments, final and parcel map reviews, and assuring condition compliance.
 - CAA will review plan check submittal items and reports, including road structural section calculations; hydrology and hydraulic calculations; street layout and design; structure calculations not under building permit purview; traffic reports; and quantity estimates. Our team also has extensive experience with soil reports, grading, subdivision maps, street, sewer, storm drain, traffic signal, street lightning, retaining walls, and NPDES requirements.

- CAA will ensure the completeness of submittals and document any deficiencies as needed. Our team will conduct site visits as necessary and interact with City personnel and private contractors to resolve any issues and answer any questions.
- CAA will perform all plan checking services utilizing standard of care and practice in the profession of civil engineering, as well as perform all work in accordance with applicable local, State, and Federal standard codes and criteria. Our plan check team is thoroughly versed in the latest adopted California Building Code, Greenbook, Caltrans Specifications, Highway Design Manual, Orange County Hydrology and Local Drainage Manuals, and various other design guidelines, and will familiarize themselves with any and all City Standards and amendments so that we may provide outstanding service in line with the expectations of the City. CAA will attend pre- and post- plan check meetings with the City at City Hall, or via teleconference, as requested by City staff.
- CAA understands the importance of timely reviews and the cost to the development community caused by delays attributed to plan-check reviews, and pride ourselves on our ability to adhere to expected performance schedules at all times. CAA will review and return plans in less than 10 business days for initial submittals for both small and larger projects. Resubmittals will be reviewed within 5 business days or less. CAA will pick-up and deliver plans and correspondence to and from the City at no additional charge to the City.
- CAA will also provide all the required correspondence on initial and subsequent reviews. Each plan review will be accompanied with a letter summarizing any red-line comments. This letter can be addressed through the City Engineer, assigned staff, or directly to the Designer, based upon the City's preference. A complete redlined set of drawings and any reports will be returned to the designer for their correction. CAA will provide a written weekly status report in a format acceptable to the City.
- CAA personnel is well versed in all commonly used software programs.

B. Reasonableness of your fee to do the work.

Our role is to effectively work with City staff, provide optimum services to the public, and to generate a cost benefit to the City. CAA is widely recognized by other cities as one of the leading engineering consultants within the State of California, and we pride ourselves on the quality of our work and the service we provide to our customers and their constituents. As such, we ensure that staffing meets are always adequately met, providing the City with additional staff if workload increases, or reducing hours as dictated by diminishing workload, which means the City does not need to pay fixed wages for permanent staffing if the workload doesn't consistently warrant it. CAA's hourly rates are inclusive of all general and administrative overhead and fees, relieving the City of any standard employee payroll burden. Furthermore, CAA assists in establishing fees for program tasks such plan review and inspections to help recover a portion of the cost of the engineering services.

Those elements along with CAA's expertise underline the value provided for our fees.

- C. Current resources to meet or better all task and timeline requirements herein.

CAA provides all the tools necessary to implement an efficient and effective program. CAA utilizes new and emerging technologies to ensure all work is done in the most efficient manner. CAA will continue to meet or exceed all timeline requirements that the City has or will request.

- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

CAA does not anticipate requesting additional resources. If circumstances change and additional resources are needed, CAA staff will communicate with the City to determine how those resources will be procured. Generally, CAA does not request additional resources from the City.

- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

CAA employs crossed trained staff that is available for immediate deployment.

- F. How quickly can you begin providing services if awarded the contract?

CAA is able to provide engineering plan review immediately if selected.

- G. Details of any improvement or upgrades your firm has designed or implemented.

CAA continuously strives for innovations to improve public services. Government must be more accessible to the citizens, more convenient, timelier in responses, more cost effective, and performance oriented. CAA believes that embracing technology improves efficiency, provides a more comprehensive level of customer service, and is the key for success both now and in the future. As part of that effort, CAA can provide:

- A standard version of 84Works, our own Permit Issuance and Inspection Tracking tool with a user-friendly software system that allows for an efficient and accountable level of service to be delivered to the County and contractors.
- Ability to utilize drones for physically difficult inspections
- Ability to employ electronic plan review to shorten turn around times and improve communication

IV. **Demonstrated and Technical Experience**

Please describe your company's:

- A. Demonstrated record of success on work previously performed.

CAA guarantees that we will commit the necessary resources required to achieve high-quality, fast turnaround plan check reviews. We take our commitment to superior services very seriously and undertake each project with a solemn professional obligation to serve the City and the owners, developers, engineers, and builders who process plans through the City's plan review process. We have staff currently operating in and providing services for state and local governments in California with fast response time and maximum efficiency, and will have daily pick-up and delivery via a delivery service or complimentary over-night mail

service available in addition to web based digital review throughout the life of the contract, as well as web based mail, data, and plan review services

B. Specific method and techniques to be employed on the project or problem.

CAA's management approach has been highly effective in maintaining strict quality and contract compliance in the performance of similar contracts. Our Project Team maintains these key qualities to ensure success:

- Highly qualified key personnel, with a Project Manager who has a proven track record managing similar and multi-task contracts;
- Strict cost and schedule control procedures that address planning, scheduling, budgeting, performance evaluation, and quality control;
- Proven success with project tracking and documentation procedures and systems to facilitate the early identification of performance issues;
- Technical knowledge to perform the service(s);
- Certification/Registration in the necessary disciplines to demonstrate their technical knowledge;
- Ability to stay current with technology and legislation through ongoing training; and
- Ability to communicate effectively with the City and public.

V. **Work Plan**

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

A. How will you schedule professional and staff to ensure milestones and deadlines are met?

We pledge the full resources and backing of our firm to assure that the City has the most efficient and cost effective plan check services strategy available. Our proposed team is comprised of highly qualified and customer-service oriented people able to handle all aspects of the City's engineering plan review process. CAA employs only highly qualified licensed and registered professionals with extensive construction experience. Our plan review staff works closely with engineers, architects, and designers, providing greater insight as to the constructability of design and the adherence to State and Federal codes, City rules and regulations, Subdivision Map Act and acceptable engineering practices. The CAA project team chosen to serve the City includes personnel with proven track records in varied projects throughout Southern California and beyond, and the combination of their talents will provide for both thorough and consistent service. And should workload increase, CAA is able to provide additional staff without delay.

B. Provide required response time to the urgent service requests.

All initial reviews will be returned within 10 business days for single family residential, small and large commercial projects, and improvement plans. Rechecks will be returned within 5 working days. These are maximum times, and we typically are able to turn around simple plan checks in less than half the time. For urgent requests, CAA provides accelerated plan review at an additional cost. Those plans will be turned around within 48 hours or less.

- C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

Backlog is not a concept that we operate under; we continuously meet all plan check deadlines as agreed upon. When workload increases, CAA provides additional resources to ensure that backlog does not occur.

- D. Provide any other relevant information that you believe would benefit City for the requested services.

The following is our approach for providing the scope of services outline in the RFP:

A) Research of Record Information

CAA will research available City engineering records, including but not limited to final maps, parcel maps, survey ties, benchmarks improvement plans, grading plans etc. Projects will be reviewed in conformance with and in relation to City approved conditions of approval, approved site plans and tentative maps, title reports and other development related documents.

B) Format Submission

Plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections, specifications or standards. CAA will provide a clear, concise, and thorough document (i.e., comment list) from which clients, designers, contractors, and owners can work. Comment lists are delivered to our clients via email, facsimile, and/or reliable overland carrier, depending on the preference of the City. Redlined comments on permit documents may also accompany the written comment list depending upon the type or complexity of the project if permitted by the City. Comments may also be generated through our electronic plan review process and emailed directly to the City, applicant, or designer depending on the City's preference.

Drawings will be prepared according to all City specifications.

C) Submittals to City

CAA will review and return plans in less than 10 business days for initial submittals for both small and larger projects. Resubmittals will be reviewed within 5 business days or less. CAA will provide all the required correspondence on initial and subsequent reviews. Each plan review will be accompanied with a letter summarizing any red-line comments. This letter can be addressed through the City Engineer, assigned staff, or directly to the Designer, based upon the City's preference. A complete redlined set of drawings and any reports will be returned to the designer for their correction.

Subsequent plan checks will be performed by the same staff that performed the initial review.

CAA will incorporate plan check comments from all pertinent departments as applicable.

CAA will meet with clients for pre-design meetings and pre-submittal meetings as needed.

CAA's engineer will sign a statement acknowledging that plans recommended for City approval conform with City standards and practices, and that final maps conform to the tentative map, the state subdivision map act, and the project's conditions of approval before being recorded.

Upon final review, CAA's authorized engineer will sign the final map/parcel as "Authorized Agent of the City Engineer".

D) Estimate of Quantities and Cost

CAA will prepare a final construction cost estimate based upon the final quantities as shown on the plans.

E) Sewer and Water Drawings

CAA will review sewer and water drawings for conflicts with City owned and operated infrastructure.

F) Pre-Plan Check Meeting

The assigned plan review engineer and the Project Manager can teleconference with the designer to review comments or to delineate the code requirements which are not being met (as applicable) to assist in the timely completion of the review and meeting the maximum goal of two plan reviews plus a third compliance review prior to submittal of originals for signature approvals. The third review is to confirm all previous comments have been addressed. If necessary, a meeting can also take place in the City Hall or CAA offices so that minor comments/discrepancies can be immediately addressed and the plans and reports can be deemed technically correct and submitted for signature approvals. Turnaround time for review and the number of times a plan is submitted is greatly improved by taking these extra steps early in the process.

G) Post-Plan-Check Meeting

CAA can with meet with the City's staff within 24 hours of notice for post-plan-check as needed to discuss questions.

H) Third and Subsequent Plan Checks

CAA will review and return third and subsequent plan reviews within 7 business days or less.

I) Project Reporting

CAA extensive systems in place to prepare detailed monthly, quarterly, and annual reports of building department activities to the City. These reports include, but are not limited to, staffing levels provided, staff hours expended, the number of plans reviewed, and other financial, operational, and statistical information pertinent to the services provided.

J) Responsible Engineer/Surveyor

Danny Chow is a registered Civil Engineer in the State of California and will be the engineer in charge of the plan check process for the City. Paula Pereira is a licensed Land Surveyor in California and will be in charge of the map and easement plan checks. Jack Rydell is our registered traffic engineer assigned to the City to deal with traffic signal, signing and striping and traffic control plan checks.

Submitted by:

Company Name **Charles Abbott Associates, Inc. (CAA)**
Contact Name **Mike Podegracz**
Title **Director**
Signature 
Email **mikepodegracz@caaprofessionals.com**
Phone **949-421-8447**
Date **2/8/2019**

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

SECTION 6: REQUIRED FORMS AND SAMPLES

- 1. Special Provisions Form
- 2. Client Reference List
- 3. Non-Collusion Affidavit

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Attachment B: Special Provisions

All items below apply to this bid proposal:

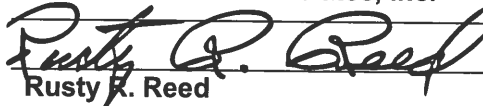
Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM: **Charles Abbott Associates, Inc.**

SIGNATURE: 

PRINT NAME: Rusty K. Reed

TITLE: President

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- No exceptions taken
- Exception taken to the scope of work or specifications
- Exception taken to indemnification and insurance requirements
- Exception to proposed contract language
- Other

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Please explain any of the checked items:

Page 3 highlights the minor wording changes suggested to the City's Sample Template of Agreement for professional Services.

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: Charles Abbott Associates, Inc. DATE: 2/8/19

BUSINESS ADDRESS: 27401 Los Altos #220, Mission Viejo, CA 92691

SIGNATURE OF REPRESENTATIVE: 
BY: Rusty R. Reed TITLE: Authorized Officer, President

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

(CONTINUED ON NEXT PAGE)

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Attachment C: Client References

Charles Abbott Associates, Inc.

(Bidder's Company Name)

1. Client's Company Name:	Town of Apple Valley
Client Address:	14955 Dale Evans Parkway, Apple Valley, CA 92307
Contact's Name:	Doug Robertson
Contact's Title:	Town Manager
Contact's Telephone & FAX:	(760) 240-7000
Contact's Email:	applevalley@applevalley.org
Scope of Services/Products Provided:	Civil engineering, plan check and inspection services
Project Completion Date & Value:	1990 - ongoing
2. Client's Company Name:	City of Yucaipa
Client Address:	34272 Yucaipa Boulevard, Yucaipa, CA 92399
Contact's Name:	Ray Casey
Contact's Title:	City Manager
Contact's Telephone & FAX:	(909) 797-2489
Contact's Email:	rcasey@yucaipa.org
Scope of Services/Products Provided:	Civil engineering Support, plan check, building & safety, and Fire Marshall Services
Project Completion Date & Value:	1993 - ongoing
3. Client's Company Name:	City of Banning
Client Address:	99 E. Ramsay St., Banning, CA 92220
Contact's Name:	Patty Nevins
Contact's Title:	Community Development Director
Contact's Telephone & FAX:	(951) 922-3120
Contact's Email:	CommunityDev@ci.banning.ca.us
Scope of Services/Products Provided:	Plan check services, including street improvements, grading, storm drain, potable water, recycled water, and sewer plans, hydrology reports, soils reports, traffic studies, and geotechnical reports.
Project Completion Date & Value:	2015 - ongoing
4. Client's Company Name:	City of Twentynine Palms
Client Address:	6136 Adobe Road, Twentynine Palms, CA 92277
Contact's Name:	Frank Luckino

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Contact's Title:	City Manager
Contact's Telephone & FAX:	(760) 367-6799
Contact's Email:	fluckino@29palms.org
Scope of Services/Products Provided:	City Engineering, Traffic Engineering, Building & Safety
Project Completion Date & Value:	1993 - ongoing

5. Client's Company Name:	City of Aliso Viejo
Client Address:	12 Journey, Suite 100, Aliso Viejo, CA 92656
Contact's Name:	Shaun Pelletier
Contact's Title:	City Engineer
Contact's Telephone & FAX:	(949) 425-2530
Contact's Email:	public-works@cityofalisoviejo.com
Scope of Services/Products Provided:	CAA has been providing engineering plan check and inspection services to the City since 2002
Project Completion Date & Value:	2002 - ongoing
6. Client's Company Name:	City of Cypress
Client Address:	5257 Orange Avenue, Cypress, CA 90630
Contact's Name:	Douglas Dancs
Contact's Title:	Director of Public Works
Contact's Telephone & FAX:	(714) 229-6752
Contact's Email:	cdd@cypressca.org
Scope of Services/Products Provided:	CAA has been providing engineering plan check services to the City since 2008
Project Completion Date & Value:	2008 - ongoing
7. Client's Company Name:	City of Fountain Valley
Client Address:	10200 Slater Avenue, Fountain Valley, CA 92708-4736
Contact's Name:	Brian James
Contact's Title:	Building and Planning Director
Contact's Telephone & FAX:	(714) 593-4436
Contact's Email:	brian.james@fountainvalley.org
Scope of Services/Products Provided:	CAA has been providing engineering plan check services to the City since 2004
Project Completion Date & Value:	2004 - ongoing

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment D: 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)

Rusty R. Reed, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is President of
(title of the person signing this form)

Charles Abbott Associates, Inc. (CAA), 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: Rusty R. Reed
(name of the person signing this form)

Title: President
(title of the person signing this form)

Notary is required for this bid.

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

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)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

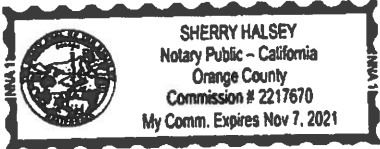
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Orange

Subscribed and sworn to (or affirmed) before me
 on this 28th day of January, 2019
 by Date Month Year

(1) Rusty R. Reed
 (and (2) NA),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.



Place Notary Seal Above

Signature [Handwritten Signature]
 Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document: Professional Services for Engineer's Plan check consultant services - Moreno Valley - Affidavit

Title or Type of Document: Non-Collusion Affidavit Document Date: 1-28-2019

Number of Pages: 2 Signer(s) Other Than Named Above: NA
 (Including notarial certificate)

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

SECTION 7: WORK SAMPLES

Provide below is an example of a Grading Plan Check List.

CITY OF HIDDEN HILLS GRADING PLAN CHECK CORRECTION LIST

PLAN CHECK NO. _____ ADDRESS _____

DATE _____ PLAN CHECK BY _____

Circled Items Require Corrections

NOTE: IN SPACE PROVIDED AT LEFT, INDICATE WHERE THE CORRECTION APPEARS IN THE PLANS.

General

Prepare plans pursuant to latest adopted codes and standards (2016 CBC) and on City title block incorporating City of Hidden Hills general notes.

1. _____ Show elevations of all improvements on the plot plan including:
 - _____ Graded Pads
 - _____ Finished Floors
 - _____ Patio Slabs, decks, walks, drives
 - _____ Tops, toes, and heights, of retaining walls and other walls and fences
 - _____ Swales, catch basins and other drainage devices
 - _____ Existing and Finish Contours
2. _____ Single Lot plans shall be minimum 20 scale.
3. _____ Show the legal description on the plans.
4. _____ Provide benchmark.
5. _____ All elevations must be based on the same datum.
6. _____ Clearly show all property lines and bearings.
7. _____ Locate all existing and proposed structures.
8. _____ Provide a bond or other security.
9. _____ Incorporate City Council conditions of approval as notes on the plan (See attached).
10. _____ Provide accurate topography signed by a land surveyor or engineer.
11. _____ Provide topography in one-foot intervals. Superimpose existing and proposed topography on the same plan. Extend topography beyond proposed work at least 40 feet.
12. _____ Provide horizontal control and dimensions from property lines (curve data and stationing when required by the Building Official or City Engineer).

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

13. _____ Provide a note: “A pre-grading meeting shall be held prior to commencement of grading. This meeting shall be attended by the Grading Contractor, Soils Engineer, City Grading Inspector and General Contractor or Owner’s representative and shall be held at the site of the grading.”
14. _____ Show easements and setbacks
 _____ front yard setbacks are 50’
 _____ side yard setbacks are 25’
 _____ rear yard setbacks are 50’ (may be 25’ for accessory buildings, recreational facilities, and other structures, except when a rear yard abuts a street, per Section 5-5C-4 of the City of Hidden Hills Municipal Code)
15. _____ Provide vicinity map.
16. _____ Provide sheet index if more than one sheet.
17. _____ Sign and stamp plans.
18. _____ Permits or approvals must be obtained or fees paid to the following agencies prior to grading permit issuance:
 _____ LA County Sanitation Sewer hook-up
 _____ Geology and Soils Section approval of initial reports
 _____ Cal-OSHA permit
 _____ Homeowners Association recommended

Grading

1. _____ Provide a cut/fill index, which includes all remedial grading quantities, including overexcavation and recompaction.
2. _____ Show cut/fill transitions.
3. _____ Cut and fill slopes shall be setback a minimum of 2’ from property lines (CBC J108.1).
4. _____ Provide details for any retaining walls that are required to complete the grading operation. Include french drains, top-of-wall swales and wall backfill material. Cross-reference all detached yard retaining walls to appropriate details. Building permits are to be obtained for retaining walls prior to approval of the grading plans.
5. _____ Building permits are required for retaining walls and demolition of existing structures prior to approval of the grading plans. Details are to be shown here.
6. _____ No buildings, structures, retaining walls, or recreational facilities are allowed in setbacks, except as allowed per Section 5-2C-4 of the Municipal Code.
 (Notes: Retaining walls 2 feet high or less, in appearance, are allowed in a front yard setback. Retaining walls 3 feet high or less, in appearance, may encroach into side or rear yard setbacks, provided they are 15 feet or more from a property line.)
6. _____ Detail dust control measures and specify that measures are to continue throughout the grading operation.

7. _____ Show all daylight lines.
8. _____ Note all fault lines, landslides or other known hazardous conditions.

Drainage

1. _____ Provide a complete yard drainage system including gutters and downspouts. Conduct all hard surface storm run-off to a street, storm drain or natural drainage course in non-erosive devices.
2. _____ Where concentrated drainage outlets onto a street, utilize City of Hidden Hills Standard Plans ST-4, ST-5, or ST-6.
3. _____ Where possible, and when it will not endanger structures, hillsides or other property, conduct surface runoff over vegetated ground cover before it leaves the site.
4. _____ Show sizes, materials, bedding and details for all drainage systems.
5. _____ Provide hydrology and hydraulic study to demonstrate that the proposed drainage system has adequate capacity (including those portions of existing systems utilized in the proposed system.)
6. _____ Enclosed drainage inlets shall be provided approved grates or trash racks.
7. _____ Justify d-loads or provide adequate protection for drains and culverts under streets, driveways, easements and trails
8. _____ Provide positive drainage away from tops and toes of slopes and buildings. Surfaces adjacent to foundations shall slope away from buildings at a slope of not less than 5 percent if pervious, or 2 percent if impervious, for a distance of 10 feet. See CBC Section 1804.3 for exceptions.
9. _____ Detail energy dissipaters where drains discharge on natural ground. Discharge onto manufactured slopes or any slope greater than 3:1 is not allowed.
10. _____ Provide secondary overflow route for all sumps.
11. _____ No increase, diversion, or concentration of drainage across property lines is permitted (CBC Appendix J109.4).
12. _____ Drainage terraces are required for all cut or fill slopes steeper than three horizontal to one vertical. Suitable access to permit proper cleaning and maintenance shall be provided for all drainage terraces. Cut or fill slopes more than 30 feet in height shall be provided with terraces at vertical intervals not exceeding 25 feet except that where only one terrace is required, it shall be at midheight. Such terraces shall be paved with concrete not less than 3 inches and shall at least 12 inches in depth and 8 feet in width. When the total slope height exceeds 100 feet, one terrace near midheight shall be not less than 20 feet in width. The longitudinal grade shall be not less than 5% or greater than 12%. See CBC Appendix J109, as amended by the City of Hidden Hills, for higher slopes.
13. _____ Drainage terraces shall have a longitudinal grade of not less than five percent nor more than twelve percent and a minimum depth of one foot at the flow line. Downdrains or drainage outlets shall be provided at approximately 300-foot intervals along the drainage terrace or at equivalent locations. See CBC Appendix J109.2, as amended by the City of Hidden Hills, for paving and material details.

14. _____ Berms, swales or other devices shall be provided at the top of cut or fill slopes to prevent surface waters from overflowing onto and damaging the face of the slope. Gutters or other special drainage controls shall be provided where the proximity of runoff from buildings or other structures is such as to pose a potential hazard to slope integrity. Swales used for slope protection shall conform to CBC Appendix J109, as amended by the City of Hidden Hills. Berms used for slope protection shall be not less than 12 inches above the level of the pad and shall slope back at least 4 feet from the top of the slope.
15. _____ Paved interceptor drains shall be installed along the top of all cut slopes where the height of the cut is greater than 5 feet measured vertically. See CBC Appendix J109.3, as amended by the City of Hidden Hills, for paving and materials details.
16. _____ Design bench and terrace drains per Appendix J of the CBC, as amended by the City of Hidden Hills.
17. _____ Show limits and elevations of flood plains on site, if applicable.

Erosion Control/NPDES

1. _____ Provide appropriate erosion control details per California Storm Water Best Management Practice (BMP) Handbooks and as approved by the Building Official. Erosion Control measures shall be implemented and functional when grading is to occur between October 15 and April 15, or when manufactured slopes will remain unprotected between those dates.
2. _____ A Standard Urban Stormwater Mitigation Plan (SUSMP) is required for the following projects. (SUSMP requirements include conserving natural areas, protecting slopes and channels, providing storm drain system stenciling and signage, diverting roof runoff and surface flow to vegetated areas before discharge unless the diversion would result in slope instability):
 - _____ Development of 10 or more units;
 - _____ Parking lots of 5,000 or more square feet or 25 or more spaces;
 - _____ Industrial/Commercial development that disturbs one or more acres;
 - _____ Gas and service stations, and restaurants, of 5,000 or more square feet;
 - _____ Projects in environmentally sensitive areas;
 - _____ All hillside developments (hillside is an area with known erosive soil conditions, on any natural slope that is 25% or greater).
3. _____ Applications for a grading permit for a project that disturbs 1 or more acres of soil will need to:
 - _____ show proof that a Notice Of Intent (NOI) has been submitted to the State Water Resources Control Board (SWRCB) for Storm Water Pollution Prevention Plan (SWPPP).
 - _____ Submit SWPPP for City review and approval.
 - _____ obtain a Waste Discharger Identification (WDID) number from SWCRB.
 - _____ provide written certifications from both the project architect/engineer of record and the project owner/owner's agent that appropriate BMP's have been selected and that the SWPPP has been properly prepared.
 - _____ File a Notice of Termination (NOT) upon completion of construction.

4. _____ Best Management Practices including but not limited to: drip pans under vehicles, wash out pits, hazardous material handling and storage, designated refueling and maintenance areas, etc. shall be noted on the plans.
5. _____ Verification of maintenance provisions for all long term structural and treatment BMP's shall include at a minimum:
 - _____ Developer's signed statement;
 - _____ Conditions of lease or sale;
 - _____ written text in CC&R's assigning responsibility to the HHCA.
 - _____ Recorded agreement acceptable to the City of Hidden Hills.

Note: SUSMP requirements also affect projects of lesser magnitudes if those projects are part of a larger common plan of development.

The State Water Resources Control Board can be contracted at (916) 654-3765 or (916) 657-0757.

Landscaping and Irrigation

1. _____ Specify planting of graded slopes.
2. _____ Provide slope planting and irrigation plan for all cut slopes greater than 5' and fill slopes greater than 3' in height. Slopes exceeding 15 feet in vertical height shall also be planted with shrubs, spaced at not to exceed 10 feet on centers; or trees, spaced at not to exceed 20 feet on centers; or a combination of shrubs and trees at equivalent spacings, in addition to the grass or groundcover plants. Landscape and irrigation plans for slopes in excess of 20' high shall be signed by a civil engineer or landscape architect. (Planting need not be provided for cut slopes rocky in character and not subject to damage by erosion or any slopes protected against erosion damage by other methods when such methods have been specifically recommended by a soil engineer, engineering geologist, or equivalent authority and found to offer erosion protection equal to that provided by the planting specified in this Section.)
3. _____ Slopes required to be planted shall be provided with an approved system of irrigation, designed to cover all portions of the slope, unless deemed unnecessary by a landscape architect, or equivalent. Plans shall be submitted for approval.
4. _____ Provide landscape, hydroseed or other erosion control measure within 30 days of completion of manufactured slope.
5. _____ A water efficient landscaping application shall be submitted for: all new construction projects (requiring building and/or grading permits) which include an aggregate landscape area equal to or greater than 500 square feet; or rehabilitated landscape projects (when a building and/or grading permit is required) with an aggregate landscape area equal to or greater than 2,500 square feet.

Rodent Control

1. _____ Fill slopes steeper than two horizontal to one vertical within a grading project located adjacent to undeveloped and unoccupied land determined by the Agricultural Commissioner to be infested by burrowing rodents, shall be protected from potential slope damage by an effective program of rodent control.

Geotechnical

- 1. _____ Provide a Geotechnical Engineering report signed by a qualified engineer.
- 2. _____ Provide an Engineering Geology report signed by a qualified engineering Geologist.
- 3. _____ Incorporate geotechnical engineering/geology recommendations into the grading plan including:
 - _____ Benching of fills
 - _____ Subdrains
 - _____ Terrace swales
 - _____ Planting
 - _____ Show a section through fills
 - _____ Other
- 4. _____ Plans shall be signed and wet stamped by the Soils Engineer and/or Engineering Geologist.

Utilities

- 1. _____ Show location of all existing and proposed utilities.
- 2. _____ All existing and proposed utilities shall be underground.

Other Requirements

Note: Responding to the above does not guarantee that the plans will be approved. Responses to the above may raise further questions and require further changes of the plans.

*****Corrections are complete when signed and dated by the plan checker.

PLAN CHECKER

DATE

Charles Abbott Associates, Inc.



“Helping public agencies provide effective and efficient municipal services to improve communities since 1984”

Professional Services for Engineering Plan Check Consultant Services

Section 4: Proposal Cost

Prepared for

City of Moreno Valley

Charles Abbott Associates, Inc.

27401 Los Altos # 220
Mission Viejo, CA 92691
Toll Free: (866) 530-4980

www.caaprofessionals.com

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

SECTION 4: COST PROPOSAL

Please find Exhibit B below.

Attachment: Plan Check Consultant Agreement - Charles Abbott (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Exhibit B: 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.

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
1	Senior Engineer	Senior Engineer	\$ 140		\$
2	Project Engineer	Project Engineer	\$ 132		\$
3	Technician 1	Plan Check Engineer	\$ 95		\$
4	Technician 2	Plan Check Engineer	\$ 95		\$
5	Clerical	Clerical Support	\$ 50		\$
6			\$		\$
B	Total Personnel Costs				

*** Attach additional sheets as necessary.

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment E 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. **City Fee Schedule:** See Attachment F for the current adopted City Fee Schedule. Plan check compensation is based on a percentage of the adopted City Land Development Division (LDD) fee charged to developers. Consultant will be paid 65% of adopted City LDD fee for all improvement plan checks (drainage studies; rough grading, precise grading, street and storm drain, sewer and water, traffic signal, signing and striping plans, etc.) and 75% of adopted City LDD fee for all final and parcel map plan checks. Additionally, the City does not currently have an expedited plan check review fee, but anticipates establishing one in the future. The expedited plan check review fee is expected to be at a higher rate than the standard plan check fee. If the expedited plan check review fee is adopted, Consultant agrees to be paid 65% of adopted City LDD fee for all expedited improvement plan checks and 75% of adopted City LDD fee for all final and parcel map plan checks. All plan check fees are not to exceed fees.
- C. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- D. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- E. **Proposal Pricing:** The awarded Provider's Exhibit B: 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, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **\$500,000.00** over the entire term of the multi-year agreement. The Consultant's compensation shall equal 65% of the adopted City Land Development Division (LDD) fee for all improvement related plan checks and 75% of the adopted City LDD fee for final and parcel map plan checks in accordance with the City's adopted Schedule of Fees, Charges, and Rates as updated annually.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Land Development Division, Public

Works Department at zarat@moval.org. Calls should be directed to (951) 413-3139.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT 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 **Gong Enterprises, Inc.**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

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

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

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

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

DESCRIPTION OF PROJECT

1. The Project is described as Engineering Plan Check 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 **\$500,000.00**, over the entire term of the multi-year agreement, in accordance with the payment terms provided on 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

which such approvals have been denied.”

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 plan review schedule as stated in the Notice to Proceed.

8. This Agreement shall be effective from effective date and shall continue in full force and effect date through **June 30, 2020**, subject to any earlier termination in accordance with this Agreement, or extensions in one-year increments up to four (4) additional fiscal years as further provided for in the City's Procurement Policy. 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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.

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

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

(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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

(including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Engineering Division Manager/Assistant City Engineer, 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

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

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

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

22. A City representative shall be designated by the City and a Consultant 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. (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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

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

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

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.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

Gong Enterprises, Inc.

BY: _____
Thomas M. DeSantis, City Manager

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

Date

BY: _____

Name: _____

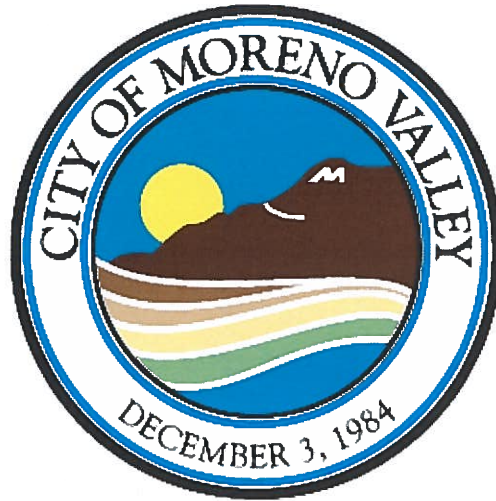
TITLE: _____
(Corporate Secretary)

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head
_____ Date

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

City of Moreno Valley



Request for Proposal

2018-037

Professional Services for Engineering Plan Check Consultant Services

December 20, 2018

Question Deadline:

January 23, 2019, 4:00 pm, PST

Proposal Due Date:

February 12, 2019, 2:00 pm, PST

Submit proposal online at:

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

EXHIBIT A

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Table of Contents

Schedule 1

Proposal Procedures, Content, Format, and Criteria 1

Proposer Qualifications, Evaluation Criteria, and Award Process 4

Special Terms and Conditions 5

Exhibit A: Scope of Services 7

Exhibit B: Pricing 11

Attachment A: Required Response Template 12

Attachment B: Special Provisions 16

Attachment C: Client References 18

Attachment D: Non-Collusion Affidavit 19

Attachment E: Sample Invoice 199

Attachment F: Adopted City Land Development Division Fee Schedule 20

Attachment G: Sample Template of Agreement for Project Related Services 21

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Schedule

I. 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 **5:00 pm** unless stated otherwise.

DATE	EVENT
December 20, 2018	Request for Proposals (RFP) issue date
January 23, 2019 @ 4:00 pm	Question deadline
January 28, 2019	Final addendum issued (if necessary)
February 12, 2019	Proposal due date
March 11, 2019	Evaluation of proposals completed
March 18, 2019	Interviews, as necessary
April 2, 2019	Selection of Consultant & contract preparation
May 7, 2019	City Council Approves Agreement (estimated)
July 1, 2019	Start of Service

Note that City will entertain questions through the Q&A tab for the RFP at <https://www.planetbids.com/portal/portal.cfm?CompanyID=24660> no later January 23, 2019 at 4:00 pm PST.

Proposal Procedures, Content, Format, and Criteria

I. General

- A. **Proposal Format:** A proposer must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFP.
- C. **Right to Reject Proposals:** City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a Proposer is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified proposer or call for new proposals, whichever City deems most appropriate. See Attachment G for the Sample Template of Agreement for Project Related Services.
- E. **Incorporation of RFP/Proposal:** This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and Proposer.

- F. **Authorized Signatories:** Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. **Validity of Proposals:** Proposed services and related pricing contained in the proposal must be valid for a period of 180 days after the due date.

II. Proposal Content and Format

Include the following sections containing the information requested below in your proposal. To enable ease of evaluation, please follow the sequence shown and upload the required documents into the vendor portal in the appropriate sections.

A. Section 1: Executive Summary

1. Provide a cover letter of your company's information including:
 - a) Company's full legal name, address, phone, fax, email, website;
 - b) Prior company names (if any);
 - c) Organizational structure (corp., LLC, etc.);
 - d) Names and titles of the principal owner(s);
 - e) Person(s) authorized to make commitments for your company;
 - f) Company history, experience (brief), and years in business;
 - g) Current number of employees, key personnel;
2. Note any exceptions to any part of City's scope, specifications, terms or conditions in this letter and explain the reason.
3. Limit this section to a maximum of **one** page.

B. Section 2: Supplemental Company Information (Optional)

1. Provide any supplemental information not specifically requested by City that you would like City to consider in evaluating your proposal.
2. Ensure information is relevant to City's current or potential future needs.
3. Limit this section to a maximum of **one** page.

C. Section 3: Professional Team Assignments

1. Note any key personnel who are expected to remain in service until completion of the project.
2. Provide detail regarding the team to be assigned for these services.
3. Provide resumes of all team members.
4. Provide an organizational chart of all team members, titles, and a very brief description of their relevant responsibilities.
5. Limit this section to a maximum of **ten** pages plus resumes and org chart.

D. Section 4: Proposal Costs (Will not be viewed until after consultant ranking is made and top-ranked consultant is identified)

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

1. Submit all pricing on *Exhibit B using the form provided.
 2. Provide pricing for each of the required line items.
 3. Provide pricing for optional proposer recommendations.
 4. See payment terms in Exhibit B for additional details.
- * These forms are provided by City in the submittal forms section.

E. Section 5: Response Template

1. Complete City-provided Response Template with your answers to City's questions. Provide thorough responses with sufficient detail to enable City to evaluate your understanding of City's requirements, the suitability of your services and/or product(s) to meet City's requirements, the strength of your work plan, previous experience, and available resources.
2. Note these responses carry significant weight in City's evaluation of your proposal to provide and implement requested services.
3. Limit this section to a maximum of **ten** pages.

F. Section 6: Required Forms and Samples

1. Special Provisions Form*
2. Client Reference List*
3. Non-Collusion Affidavit*

* Note these forms are provided by City in the submittal forms section.

G. Section 7: Work Samples

1. Samples of work, queries, reports, and forms**
2. Sample of ongoing support and services agreements**

** Note that these documents will not be returned to proposer.

H. Inadequate Content

1. Note that a proposal is non-responsive if the proposal does not contain all proposal requirements, is not complete, is not received at the right location, and is not received by the proposal deadline, has exceptional or excessive exceptions. City may, at its sole discretion, waive minor non-material irregularities and informalities.
2. Do not submit extraneous marketing or promotional information.

I. Proposal Format

1. Electronic only: Searchable document
2. White paper, 8-½ x 11, page numbered
3. Typed, black print, approximately 11-12 point font
4. Free from excessive graphics or excessive photos

Proposer Qualifications, Evaluation Criteria, and Award Process

I. Proposer Qualifications

The intent of this RFP is to evaluate the proposals and ultimately select a Proposer that is determined to be the most qualified consultant to provide professional services for City.

The overall capabilities of consultant's organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top-level management, and ability of persons assigned to perform the work. Clearly state the relevant project experience of the personnel specifically proposed for the roles listed below. Specify possession of appropriate licenses and certificates.

II. Evaluation Criteria

A. Minimum qualifications, Competitive Range, and Award Consideration

The minimum qualifications, competitive range, and award consideration based upon the following criteria

1. City will review the Proposers Qualifications to determine if the Proposer meets or betters the minimum requirements as detailed above.
2. Only Proposers that meet or better the minimum requirements will have their Proposals reviewed for consideration.
3. Only the best-qualified Proposer will be considered for final negotiations of scope of services, contract, award recommendation, and fee/price.

B. Evaluation Criteria

Award of the Contract shall be made to the most qualified Proposer that best meets City's specifications and needs. Submitted proposals will be evaluated on the following criteria:

- (40 points) – Experience of Key Personnel Background on key personnel (including all subconsultants) qualifications, abilities, familiarity with State and federal procedures and regulations, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
- (20 points) – The Firm's General Experience and Qualification Information about the company (and all subconsultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.
- (10 points) – References
- (20 points) - Project Approach/Understanding Discussion of major issues identified on the project and how consultant team plans to address them; availability of key staff

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

and commitment during contract; the management approach and organization necessary to perform the services; and outline quality control measures.

- (10 points) - Completeness, thoroughness, and neatness of submittal

C. **Fee/Price Evaluation**

1. Proposed fee is not to be viewed until after consultant ranking is made and top-ranked consultant is identified.
2. Reasonableness of fee requested to do the work, as originally proposed.
3. Final negotiations.

III. **Award**

- A. After conclusion of the above Evaluations, as noted in the tentative schedule, interviews may be held, at the City's discretion. A Notification of Intent to Award may then be sent to the Proposer selected.
- B. Award is contingent upon the successful negotiation, at a fair and reasonable price, of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations for a fair and reasonable price cannot be concluded successfully, City may negotiate a contract with the next best qualified Proposer or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. City operates on a fiscal year basis, running July 1st through June 30th. The initial Contract shall be in effect on the date of executed signatures (but no earlier than July 1, 2019) through June 30, 2020. The agreement may be renewed at the expiration of its term, by agreement of both parties, in one-year increments, up to four additional terms, at the end of each subsequent fiscal year. Renewal of the Agreement shall be accomplished through an amendment to agreement signed by both parties.
- D. Rates may be negotiated for each mutually exercised optional renewal period.

Special Terms and Conditions

I. **Audit Requirements**

- A. City reserves the right to periodically inspect and audit Provider's accounting procedures and supporting documentation in conjunction with the performance of the required services.
- B. City will notify Provider in writing of any such requested audit.
- C. City will inspect and audit in a reasonable manner and at City's expense.
- D. Provider must fully cooperate with any such audit(s).
- E. City will notify Provider in writing of any exception taken as a result of an audit.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

- F. If an audit, in accordance with this article, discloses overcharges (of any nature) by Provider to City of the value of that portion of the Agreement that was audited, the actual cost of City's audit must be reimbursed to City by the Provider.

II. Termination

- A. If, in the opinion of City, Provider fails to perform or provide prompt, efficient service, City must have the right to terminate or cancel the Agreement upon 5-day's written notice, and pay Provider for the value of the actual work satisfactorily performed to the date of termination.
- B. City shall have the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Provider for the value of actual work satisfactorily performed to the date of termination.
- C. These rights are in addition to any other rights that City may have available.

Continued on Next Page

Exhibit A: Scope of Services

I. General

Consultant engineering plan check services will be on an "as needed" basis. There will be no guarantee of work. Consultant will review and/or perform duties related to the following:

II. Specific

Consultant will be required to adhere to all federal, state, and local requirements. In general, the engineering plan check consultant services to be furnished for this project will include, but not be limited to, the review of final maps, parcel maps, grading plans, erosion control plans, public infrastructure improvement plans, traffic control plans, easement and right of way documents, construction cost estimates, soils/geotechnical reports, and hydrologic/hydraulic studies prepared by engineering firms for private development projects in conformance with the approved project conditions of approval. Consultant shall review the construction cost estimate in City's format to be utilized for bonding purposes, and in most cases, establishment of plan check fees. Additionally, Consultant may be required to arrange and attend a meeting with City staff upon completion of the first plan check submittal. City does not currently utilize an electronic plan check process; however, it is under consideration. Consultant shall demonstrate the ability to perform electronic plan check, if necessary.

Consultant shall adhere to a fourteen calendar day (two week) turn-around time for first and second plan check reviews; and more specifically described below.

A) Research of Record Information

With the first plan check submittal, Consultant shall research available City engineering records such as final maps, parcel maps, survey ties, bench marks, improvement plans, grading plans, tentative maps, conditions of approval, etc. that City knowingly has in its possession. City will make available City records on regularly scheduled workdays. City copy machines will be made available to Consultant to reproduce any plans or other documents as necessary for Consultant's use in performing the plan check. City will provide project conditions of approval with the first plan check.

B) Format Submission

Consultant shall provide clear, concise, and complete plan check reviews to include, but not be limited to, all applicable items listed in City's plan check manual, project conditions of approval, project mitigation measures, City engineering standard drawings, and City municipal code requirements. Consultant shall check plan compatibility with existing/proposed maps, improvement plans, grading plans, drainage studies, and other related documents including approved plot plans, tentative maps, specific plans, and development agreements.

Consultant shall ensure that all drawings are prepared using twenty-four inch by thirty-six inch (24" x 36") plan sheets (except maps). Final plans shall be prepared using permanent ink on 24" x 36" Mylar sheets. No stick-ons are allowed. The original plans are to be considered to be the property of the project proponent, and

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

shall be submitted to City for approval. Upon approval of the Mylars by the City Engineer, the plans shall become the property of City.

C) Submittals to City

- 1) Completion of the first and second plan check reviews shall be fourteen (14) calendar days after pick-up from City, unless otherwise directed by City staff. Upon completion of each plan check review, Consultant shall provide one (1) set of redlines (check prints) along with comments pertaining to the construction cost estimate, reports, studies, and other related documents. At times, special requests are made by the project proponent and Consultant shall have the flexibility to review plans within seven (7) calendar days on the first and second submittals as requested by the City.
- 2) Consultant shall perform subsequent plan checks using the same assigned staff to complete the plan checking process, unless otherwise directed by City staff.
- 3) Consultant shall incorporate plan check comments from City staff from all pertinent departments and divisions.
- 4) Upon completion of the final plan check, Consultant shall meet with City staff to review the plans prior to requesting from the project proponent to submit one (1) set of blueprints, accompanied by the original reproducible Mylars and a final construction cost estimate, unless otherwise directed by City staff.
- 5) Consultant shall provide a written statement that they have reviewed the plans for conformance with City standards and practices, and is recommending the plans for City approval. The responsible engineer shall sign the statement.
- 6) Consultant shall provide a written statement on his letterhead that the final map/parcel map conforms to the tentative map, the state subdivision map act, the project's conditions of approval, and that the map is acceptable for recordation.
- 7) Upon completion of Consultant's map review and after final review by City staff, Consultant's authorized engineer or land surveyor shall sign the final map/parcel map as the "Authorized Agent of the City Engineer".

D) Estimate of Quantities and Cost

A preliminary estimate of quantities and costs shall be provided by the project proponent on forms provided by City, and included in the first plan check submittal. A final construction cost estimate shall be prepared by Consultant. The final

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

estimate of cost shall be based upon, and in agreement with, the final quantities as shown on the plans.

- E) Sewer and Water Drawings
The project proponent shall provide to Consultant all sewer and water drawings necessary to perform the sewer and water plan check within the public right-of-way. Consultant shall not be required to research sewer and water drawings. Because City does not own the sewer and water facilities, Consultant shall review these drawings for conflicts with City owned and operated infrastructure or conflicts with proposed City infrastructure within the public right-of-way. Sizing and capacity of these facilities is not the responsibility of Consultant.
- F) Pre-Plan Check Meeting
Consultant shall pick-up the first plan check submittal package from City within 24-hours of notification by City. City will answer questions and provide guidance for the review and research of City records for the submittal prior to Consultant checking of the plans.
- G) Post-Plan Check Meeting
Consultant shall arrange a meeting with City staff at City Hall upon completion of the first plan check, unless otherwise directed. The meeting will be held to discuss and answer questions regarding the technical provisions, the design drawings, conflicts with the design, etc. Consultant shall prepare a return transmittal to the project proponent.
- H) Third and Subsequent Plan Checks
The project proponent shall deliver third and subsequent plan checks to Consultant directly. Consultant shall return third and subsequent plan checks to the project proponent within seven (7) calendar days.
- I) Project Reporting
Consultant shall provide a written weekly status report to City regarding the plan check submittals by Friday at 3:00 PM. The reports shall include project identification, submittal dates, plan types, return dates, and plan check submittal number. The reports may be emailed to City.
- J) Responsible Engineer/Surveyor
A registered civil engineer in the state of California shall be the responsible engineer in charge of the plan check process. A licensed land surveyor or registered civil engineer authorized to practice land surveying shall be the responsible engineer/surveyor in charge of the map and easement plan check. Additionally, a registered traffic engineer in the state of California shall be available, as necessary, to be the responsible engineer in charge of traffic signal, signing and striping, and traffic control plan checks.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Exhibit B: 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.

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
1	Senior Engineer		\$		\$
2	Project Engineer		\$		\$
3	Technician 1		\$		\$
4	Technician 2		\$		\$
5	Clerical		\$		\$
6			\$		\$
B	Total Personnel Costs				

*** Attach additional sheets as necessary.

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment E 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. **City Fee Schedule:** See Attachment F for the current adopted City Fee Schedule. Plan check compensation is based on a percentage of the adopted City Land Development Division (LDD) fee charged to developers. Consultant will be paid 65% of adopted City LDD fee for all improvement plan checks (drainage studies; rough grading, precise grading, street and storm drain, sewer and water, traffic signal, signing and striping plans, etc.) and 75% of adopted City LDD fee for all final and parcel map plan checks. Additionally, the City does not currently have an expedited plan check review fee, but anticipates establishing one in the future. The expedited plan check review fee is expected to be at a higher rate than the standard plan check fee. If the expedited plan check review fee is adopted, Consultant agrees to be paid 65% of adopted City LDD fee for all expedited improvement plan checks and 75% of adopted City LDD fee for all final and parcel map plan checks. All plan check fees are not to exceed fees.
- C. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- D. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- E. **Proposal Pricing:** The awarded Provider's Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

Attachment A: Required Response Template

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
- D. Names and titles of the principal owner(s).
- E. Person(s) authorized to make commitments for your company.
- F. Company history, experience, years in business for current company name.
- G. Annual company revenues for the last three fiscal years.
- H. Tax ID number.
- I. The complete scope of services offered by your company.
- J. The number of clients (including governmental) served in past and present.
- K. Special qualifications, training, credentials, recognition, or awards.
- L. Contracts terminated for cause, pending litigation or legal issues.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.
- B. Team to be assigned for these services.
- C. Qualifications of specific individuals who will work on the project.
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.
- F. Current number of employees: full-time and part-time employees.
- G. Annual turnover rate of staff.
- H. Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.
- I. Facilities that would be utilized to perform the required work.
- J. Equipment that would be utilized to perform the required work.

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.
- B. Reasonableness of your fee to do the work.
- C. Current resources to meet or better all task and timeline requirements herein.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.
- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?
- F. How quickly can you begin providing services if awarded the contract?
- G. Details of any improvement or upgrades your firm has designed or implemented.

IV. Demonstrated and Technical Experience

Please describe your company's:

- A. Demonstrated record of success on work previously performed.
- B. Specific method and techniques to be employed on the project or problem.

V. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How you will schedule professional and staff to ensure milestones and deadlines are met?
- B. Provide required response time to the urgent service requests.
- C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.
- D. Provide any other relevant information that you believe would benefit City for the requested services.

Submitted by:

Company Name _____

Contact Name _____

Title _____

Signature _____

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Email _____
Phone _____
Date _____

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Attachment B: Special Provisions

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM:

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- _____ No exceptions taken
- _____ Exception taken to the scope of work or specifications
- _____ Exception taken to indemnification and insurance requirements
- _____ Exception to proposed contract language
- _____ Other

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Please explain any of the checked items:

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: _____ DATE: _____

BUSINESS ADDRESS: _____

SIGNATURE OF REPRESENTATIVE: _____

BY: _____ TITLE: _____

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

(CONTINUED ON NEXT PAGE)

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Attachment C: Client References

(Bidder's Company Name)

1. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
2. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
3. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
4. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	

Duplicate this form as necessary to complete list.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment D: 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.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
 December 2018

Attachment E: Sample Invoice

Consultant Name/Address/Phone			
City of Moreno Valley Accounts Payable P.O. Box 88005 Moreno Valley, CA 92552	Date: 8/15/19 Invoice No.: 12345		
PW/Land Development Division - Professional Services for Plan Check Consultant Services			
Project Name and Project No.: _____			
Purchase Order No.: _____			
Billing Period: <u>July 1, 2019 through July 31, 2019</u>			
<u>Description of Service Performed/Personnel*</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Review Final Map – 1st Review			
Project Engineer John Smith	40.0	\$125.00	\$5,000.00
Review Drainage Report			
Engineer Jane Smith	15.0	\$75.00	\$1,125.00
Review Rough Grading Plans			
Project Engineer John Smith	10.0	\$75.00	\$750.00
Review Street Improvement Plans			
Principal Engineer Mary Smith	20.0	\$25.00	\$500.00
Total Invoice			\$7,375.00
<i>*See attached page with detail of specific dates/hours/work performed.</i>			
Billings to date:	<u>Current</u>	<u>Prior</u>	<u>Total</u>
Total Billings	\$7,375.00	\$0.00	\$7,375.00
Budget			\$25,000.00
Remaining			\$17,625.00

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment F: Adopted City Land Development Division Fee Schedule

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Adopted City Land Development Division Fee Schedule*

**Adopted 07/05/16 & Effective 11/30/16*

Land Development

MAP CHECKING

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Adopted Fee
Parcel Map Residential	Each	\$ 4,091
plus per lot fee	per Lot	\$ 43
 Parcel Map Non-Residential	 Each	 \$ 4,091
plus per lot fee	per Lot	\$ 43
 Tract Map	 Each	 \$ 4,091
plus per lot fee	per Lot	\$ 43
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 201
 Amended Map	 Each	 \$ 339
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 201

IMPROVEMENT PLAN CHECK (Includes but is not limited to Street Improvements, Storm Drain, Water, Sewer Plans, etc.)

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Street Improvements and Storm Drain	per Sheet	\$ 1,010
Storm Drain (RCFC & WCD)	per Sheet	\$ 1,290
Sewer	per Sheet	\$ 1,290
Sewer/Water	per Sheet	\$ 1,080
Water	per Sheet	\$ 1,080
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet, per Review	\$ 263
 Revisions (Improvement Plans)	 per Sheet	 \$ 315
For As-Built with no changes, a one sheet fee is required.		
 Traffic Signal Plan Check	 per Sheet for first 3 Reviews	 \$ 3,005
Signing and Striping Plan Review (1-3 submittals)	per Sheet	\$ 364
4th and subsequent submittals	per Sheet	\$ 200

Adopted City Land Development Division Fee Schedule*

*Adopted 07/05/16 & Effective 11/30/16

Land Development

MASS/ROUGH GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Adopted Fee
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet	\$ 860
Revisions (Mass/Rough Grading Plans) Including As-Builts	per Sheet, per Review	\$ 315
	per Sheet, per Review	\$ 315

For As-Builts with no changes, a one sheet fee is required

STOCKPILE/BORROW SITE PLAN

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Stockpile/Borrow Sites (Initial fee includes three (3) reviews unless otherwise noted)	per Sheet	\$ 635
4th and Subsequent Reviews (Stockpile/Borrow Plans)	per Sheet, per Review	\$ 240
Revisions (Stockpile/Borrow Plans)	per Sheet, per Review	\$ 255

PRECISE GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Commercial, Industrial, Multi-Family, and Tract Model	per Sheet	\$ 1,725
Custom Home	per Sheet	\$ 1,660
Tract Phase	per Sheet	\$ 1,940
4th and Subsequent Reviews (Precise Grading Plans)	per Sheet, per Review	\$ 510
Revisions (Precise Grading Plans) Including As-Builts	per Sheet, per Review	\$ 340

For As-Builts with no changes, a one sheet fee is required

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN

Adopted City Land Development Division Fee Schedule*

*Adopted 07/05/16 & Effective 11/30/16

Land Development

STUDIES

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Drainage (Hydrology/Hydraulics)

Base Fee Plus

per acre

4th and Subsequent Review, per Review

Unit

Adopted
Fee

	\$ 3,154
	\$ 39
	\$ 1,104

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment G: Sample Template of Agreement for Project Related Services

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. _____

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the 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 PROJECT
RELATED SERVICES
PROJECT NO.**

DESCRIPTION OF PROJECT

1. The Project is described as _____.

Project No. _____.

SCOPE OF SERVICES

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

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

PAYMENT TERMS

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

TIME FOR PERFORMANCE

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

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

Or

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through _____, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

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

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

SPECIAL PROVISIONS

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

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

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

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

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

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

This section shall survive termination or expiration of this Agreement.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

15. Insurance.

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

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

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

shall such payment impair or prejudice any remedy available to City with respect to the breach.

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

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

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

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant,

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

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

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

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

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

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

28. Supplementary General Provisions. (For projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by 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.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

- a) 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.
- b) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- c) 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.)
- d) 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.)
- e) 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).
- f) 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).
- g) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) 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.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

- i) 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.
- j) 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.
- k) 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.
- l) 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.)
- m) 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 FOLLOWS

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

City of Moreno Valley

Insert Contractor/Consultant Name

BY: _____
Chief Financial Officer
/City Manager/Mayor
(Select only one please)

Date

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

Date

BY: _____
Name: _____
TITLE: _____
(Corporate Secretary)

Date

<u>INTERNAL USE ONLY</u>
ATTEST:
_____ City Clerk (only needed if Mayor signs)
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head (if contract exceeds 15,000)
_____ Date

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

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 C

EXHIBIT D**TERMS OF PAYMENT**

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

because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT 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.

Proposal for Moreno Valley RFP # 2018-037

Prepared by: Gong Enterprises, Inc.

February, 2019

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

EXHIBIT B

Section 1: Executive Summary

GONG ENTERPRISES, INC.

CIVIL ENGINEERING/CONSULTANTS TO GOVERNMENTAL AGENCIES

February 8, 2019

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Dear Sir:

Gong Enterprises, Inc. (GEI) is pleased to provide this proposal to provide Professional Plan Check /Consultant Services for the City of Moreno Valley pursuant to CITY's RFP #2018-037. The RFP is seeking reputable and fully capable firms to assist City staff on an overload and "On call" basis.

GEI has vast experience in providing professional plan checking/consultation services to numerous municipalities throughout Southern California and hence would suit your requirements in every way. Our firm is incorporated in the State of California and has been in business for over 30 years. "Thoroughness and attention to detail" is our company's motto.

GEI has reviewed a myriad of projects. The projects include residential tracts, commercial sites, multi – use sites, single infill lots, and industrial sites. Plans reviewed include project's rough grading, precise grading, street, storm drain, sewer and water improvement plans. Review of drainage reports, soils reports, structural calculations, parcel maps, and tract maps are also provided. Our plan checking services include both Quality Assurance and Quality Control (QA/QC).

Mr. Kenneth Gong, PE, President has over 39 years of Civil Engineering experience. He will personally be involved in the plan check process and will review and oversee every plan and report that we are responsible for.

GEI has no exceptions to any part of CITY's scope, specifications, terms, or conditions contained in the RFP.

As president of GEI, Mr. Gong will be the authorized officer to enter into an agreement with the City of Moreno Valley, if offered.

Thank you for your consideration. We look forward to provide the very best plan check services for the City of Moreno Valley.

Sincerely,



Kenneth Cho Gong, PE
President

7755 Center Avenue, Suite 1100 / Huntington Beach, CA 92647/ Ph: (714) 372-4959/ Fax (714) 372-4968
Email: GONGENTERPRISES@YAHOO.COM Plan Check / Consulting

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Section 2: Supplemental Company Information

Section 2: Supplemental Company Information

Gong Enterprises greatest expertise is Flood Control and Storm Drain projects at the Regional, Master Planned, and Local Drainage Levels.

Regional Channels:

Review of:

- a. Hydrology Reports.
- b. Hydraulics
- c. Structural calculations
- d. Soils Report review
- e. Box Culverts
- f. Open Channel (Vertical and trapezoidal)

Master Planned Drainage Channels:

Review of:

- a. Hydrology Reports.
- b. Existing vs Developed vs Interim conditions.
- c. Detention Basin design and routing analyses
- d. Hydraulics
- e. Structural calculations
- f. Soils report review
- g. Storm Drain pipes

Local Drainage:

Review of:

- a. Hydrology Reports
- b. Hydraulics
- c. Catch basin calcs
- d. Width and depth of street flooding calcs
- e. Detention basin and routing analyses
- f. WQMP reports

Section 3: Professional Team Assignments

Section 3: Professional Team Assignments

1. Key Personnel:

Mr. Ken Gong is the owner and sole full time employee of Gong Enterprises, Inc. Mr. Gong will be responsible for the entire plan check process.

This includes:

- a. Arranging for pickup of plans at CITY.
- b. Log in the project.
- c. Schedule the project.
- d. Plan check and complete the project.
- e. Return redlined plans to CITY with letter of corrections.
- f. Communicate with client to discuss comments or concerns.

2. Owner Profile/Resume:

Mr. Kenneth Cho Gong, PE, President

Qualifications: Bachelor of Science, Civil Engineering
UC Irvine 1980
Professional Civil Engineer, 1983, State of CA
License expires 6/30/16
General Contractor – B classification

Experience:

County of Orange: 1980 – 1989

- a. Junior Civil Engineer, OC Lab: drill rig, laboratory soils testing, soils report preparation, and Asphalt pavement rehabilitation.
- b. Assistant Civil Engineer, OC Flood Control: Design and management of 3 flood control projects that included Surveying, hydraulics, structures, pump stations, budgeting, and right of way acquisitions.
- c. Civil Engineer, OC Subdivision Division: Plan check Subdivision improvement plans, calculations and reports. Types of plans included Grading, Street, storm drain, rough and precise grading plans. Types of reports and calculations included Soils, Hydrology/Hydraulics, Sedimentation transport, reinforced box culvert, vertical wall channels, and cast in place concrete pipe.

Gong Enterprises, Inc: 1989 – present

Mr. Gong's experiences as the owner of Gong Enterprises, Inc include the following types of plans and projects that have been plan checked or reviewed:

- Flood Control facilities (Regional)
- Storm drains (master-planned, local)
- Street Improvements
- Sewer Plans
- Water Plans
- Traffic, signing and striping, traffic control Plans
- Signal Plans
- Rough and Precise Grading plans
- Retaining walls and shoring walls (masonry, concrete, piles, soil nail)
- Tract and Parcel Maps
- LLA Adjustment and Lot Mergers
- Easement documents
- Title Reports
- Drainage reports – hydrology, hydraulics, routing
- WQMP reports
- Soils Reports
- Single lot – Residential
- Large Tracts - Residential
- Commercial
- Industrial

Current or previous clients:

City of Moreno Valley
City of Brea
City of San Juan Capistrano
City of San Clemente
City of La Habra
City of Santa Ana
City of Mission Viejo
City of Orange

Section 4: Proposal Costs

Fee schedule has been submitted separately, under separate cover, as mentioned per page 2 (II-D.4) and page 5 (II-C) of the RFP

Section 5: Response Template

Attachment A: Required Response Template

(Gong Enterprises, Inc)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. **Company Information: Name, Contacts, History, Scope of Services**

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
Gong Enterprises, Inc
7755 Center Avenue, Suite 1100
Huntington Beach, CA 92647
Phone: (714) 372 – 4959 Fax: (714) 372-4968
Email: Gongenterprises@yahoo.com
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
Gong Enterprises, Inc was incorporated in 1983 and has never operated under a prior company name.
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
California "C" Corporation
- D. Names and titles of the principal owner(s).
Kenneth Cho Gong, President
David Cho Gong, Secretary/Treasurer
- E. Person(s) authorized to make commitments for your company.
1 or 2
- F. Company history, experience, years in business for current company name.
Gong Enterprises, Inc was incorporated in 1983 for general business purposes. Gong Enterprises, Inc has been a Civil Engineering business since 1989 or 30 years, providing professional plan check services to various municipalities.
- G. Annual company revenues for the last three fiscal years.
Approximately \$200,000.00 per year
- H. Tax ID number.
Federal Tax ID# 33 - 0012024

- I. The complete scope of services offered by your company.
- a. Provide professional plan check services on an "on call" basis.
 - b. Plan checking shall include both Quality Assurance and Quality Control.
 - c. Review improvement plans such as but not limited to: Precise Grading, Rough Grading, Street, Storm Drain, Sewer, and Water Plans.
 - d. Review Tract Maps, Parcel Maps, Lot Line Adjustments, and Lot Mergers.
 - e. Review drainage reports, soils reports, cost estimates, structural calcs, traverses, title reports, and other associated reports.
 - f. To ensure the plan reviews are clear, concise, and complete.
 - g. Project plans will be compared and cross-referenced with other plan sets to ensure coordination and quality control
 - h. The plans will be logged in, scheduled, and completed in the requested time frame.
 - i. Coordination of Sewer/Water plan reviews will be coordinated with Eastern Metropolitan Water District.
 - j. Coordination of MDP Storm Drain plans will be coordinated with RCFC&WCD.
 - k. Will be ready at all times – on an "on call" basis to serve the City of Moreno Valley
- J. The number of clients (including governmental) served in past and present.
- Gong Enterprise, Inc. has provided professional engineering and plan check services to ten different clients in the past 30 years of service. All clients have been governmental agencies. Gong Enterprises, Inc currently provides professional engineering plan check services for 4 governmental agencies.**
- K. Special qualifications, training, credentials, recognition, or awards.
- Kenneth Gong, Professional Civil Engineer #36494 obtained in 1983**
- Kenneth Gong, General Contractor – B classification**
- Kenneth Gong, 37 consistent and constant years of providing plan check services to various municipalities.**
- L. Contracts terminated for cause, pending litigation or legal issues.
- None**
- II. **Resources: Staffing, Facilities, Equipment**
- Provide the following information relative to required services:
- A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.
- Kenneth Cho Gong, PE**
- B. Team to be assigned for these services.
- Kenneth Cho Gong, PE**
- C. Qualifications of specific individuals who will work on the project.

Kenneth Gong is a licensed Civil Engineer with over 35 years of plan reviews of numerous communities in Orange County and City of Moreno Valley. Kenneth Gong is also a "B" license General Contractor.

- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.

Kenneth Cho Gong is an owner and will personally review/complete 100% of the project.

- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

Kenneth Cho Gong, PE President

- F. Current number of employees: full-time and part-time employees.

1 Full time, 2 part time.

- G. Annual turnover rate of staff.

0

- H. Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.

None

- I. Facilities that would be utilized to perform the required work.

Gong Enterprises, Inc's office in Huntington Beach, CA

- J. Equipment that would be utilized to perform the required work.

Computer, hand calculators, red pens, highlighters, standard plans

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.

Kenneth Gong, PE has the knowledge, experience, organization, and energy to perform the tasks in a timely manner.

- B. Reasonableness of your fee to do the work.

Upon review of the CITY's Adopted City Land Development Division Fee Schedule and the percentage allocated to the consultant as stated in the agreement, we believe that our overall fee to complete the work is fair and competitive.

- C. Current resources to meet or better all task and timeline requirements herein.

We believe Mr. Gong is well prepared to take on the tasks and meet all reasonable timeline requirements.

- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

None

E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

None

F. How quickly can you begin providing services if awarded the contract?

Immediately

G. Details of any improvement or upgrades your firm has designed or implemented.

None

IV. **Demonstrated and Technical Experience**

Please describe your company's:

A. Demonstrated record of success on work previously performed.

City of San Clemente – Ralph's Grocery Store – precise grading and associated utilities. City has approved/permitted the plans and the store is operational

City of San Clemente – Marblehead Planned Community – Rough grading, street, sewer, water, water quality, and drainage utilities. City has approved/permitted the improvement plans and the community is 7/8 completed.

City of San Juan Capistrano – Pacifica San Juan Planned Community – Rough grading, Precise Grading, retaining walls, street, sewer, water, water quality, and drainage improvements. All infrastructure has been completed and the Developer is proceeding with the sales and construction of SFR's.

City of San Juan Capistrano – 24-Hr Fitness. Rough and Precise grading with storm drain and sewer/water improvements. Project has been completed and operational.

City of Moreno Valley - Moreno Valley Distribution Center – Precise grading plans with associated drainage, parking lot, sewer and water improvements. Facility is now operational.

City of Moreno Valley – Moreno Valley Centerpointe – Precise grading plans with associated drainage, detention basin, parking lot, and sewer/water improvements. Project has been completed and facility is operational.

City of Brea – Reviewed “offsite, public” street, storm drain, signing and striping plans for expansion of Hines Development near the Brea Mall (40 acre, multi-phased In-fill project).

B. Specific method and techniques to be employed on the project or problem.

General method and technique:

Step 1: Peruse the plans, reports and reference documents to gain familiarity with the project.

Step 2: Organize the sequence of review – formulate train of thought and approach.

Step 3: Sidestep the difficult portions of the plan check and return to it at a later time.

Step 4: After completion of the bulk of the review, return to the difficult portions with a clear mind to resolve. Use all resources available such as texts, sample projects, and the internet.

V. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How you will schedule professional and staff to ensure milestones and deadlines are met?

Upon receipt, the project is perused to estimate the necessary time to complete. Look over the log and designate a milestone and deadline for the project.

- B. Provide required response time to the urgent service requests.

Response time would be 1 day or less to contact City contact person to discuss the urgent project with the City of Moreno Valley and agree on the accelerated turn - around schedule. We will always attempt to accommodate the City of Moreno Valley needs, as we are here to serve.

- C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

When backlog occurs, we attempt to minimize the backlog by working additional hours in a typical work day and working on weekends to reduce the backlog.

- D. Provide any other relevant information that you believe would benefit City for the requested services.

General work plan:

Step 1: Upon receipt of a phone call or email, arrange for the project to get picked up by GEI's courier.

Step 2: Upon receipt of the project, the plans, reports, and documents are perused to determine estimated time frame to complete, then logged in and filed.

Step 3: When the improvement plans are ready for review, all planning documents are looked at and correlated with the improvement plan.

Step 4: Review plans and address all major (core) design issues that could affect the project. For example - Precise Grading Plan for a commercial site: Core issues include compliance with CBC 2016, Grading manual, acceptable engineering practices. Hydrology and hydraulic concepts are sound. Check allowable grades to ensure drainage is away from the building. Ensure the lot is served with water and sewer laterals. Check for the need of temporary shoring and retaining walls. Check erosion control. Check for compliance with the Conditions of Approval.

Step 5: Review plans and address all minor design/format issues that could affect the constructability of the project. Example: Construction notes, elevations, stationing, etc.

Step 6: Review applicable soils report, structural calcs, and drainage report associated with the project.

Step 7: Provide quality control to ensure that various improvement plans, reports, and documents are adequately crossed referenced and correlated to ensure project continuity.

Step 8: Prepare a correction letter. Attach letter to Redlined plans or reports and return to City of Moreno Valley or Design Engineer.

Step 9: Put a hard copy of the letter in the files and send Electronic copy to City of Moreno Valley.

Submitted by:

Company Name **Gong Enterprises, Inc.**

Contact Name **Kenneth Cho Gong**

Title **President**

Signature *Kenneth Cho Gong*

Email **Gongenterprises@yahoo.com**

Phone **714 372 4959**

Date **12/8//19**

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Section 6: Required Forms and Samples

Attachment B: Special Provisions

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM: **Gong Enterprises, Inc.**

SIGNATURE: _____
Kenneth Cho Gong

PRINT NAME: **Kenneth Cho Gong**

TITLE: **President**

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- No exceptions taken
- _____ Exception taken to the scope of work or specifications
- _____ Exception taken to indemnification and insurance requirements
- _____ Exception to proposed contract language
- _____ Other

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Please explain any of the checked items:

We have no exceptions to any specifications, terms, or conditions stated in this RFP.

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: Gong Enterprises, Inc. DATE: 2/8/19

BUSINESS ADDRESS: 7755 Center Avenue, Suite 1100 Huntington Beach, CA 92647

SIGNATURE OF REPRESENTATIVE: _____

BY: *Kenneth Cho Gong* TITLE: President

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

Kenneth Cho Gong, President, authorized officer - 7755 Center Avenue #1100, Huntington Beach CA 92647

Kenneth Cho Gong

David Cho Gong, Secretary, authorized officer - 7755 Center Avenue #1100, Huntington Beach CA 92647

David Cho Gong

(CONTINUED ON NEXT PAGE)

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Attachment C: Client References

(Gong Enterprises, Inc)

1. Client's Company Name:	City of Moreno Valley
Client Address:	14177 Frederick Street, Moreno Valley CA 92553
Contact's Name:	Mr. Michael Lloyd, PE
Contact's Title:	Engineering Division Manager, Assistant City Engineer
Contact's Telephone & FAX:	(951) 413 - 3146
Contact's Email:	Michael@moval.org
Scope of Services/Products Provided:	Professional Engineering Plan check services
Project Completion Date & Value:	Ongoing – current contract expires 7/19.
2. Client's Company Name:	City of San Clemente
Client Address:	910 Calle Negocio, Suite 300, San Clemente CA 92673
Contact's Name:	Mr. Tom Bonigut, PE
Contact's Title:	City Engineer
Contact's Telephone & FAX:	949 361 -6187
Contact's Email:	BonigutT@San-Clemente.org
Scope of Services/Products Provided:	Professional Engineering Plan check services
Project Completion Date & Value:	Ongoing – “On call”
3. Client's Company Name:	City of San Juan Capistrano
Client Address:	32400 Paseo Adelanto , San Juan Capistrano, CA 92675
Contact's Name:	Joe Parco, PE
Contact's Title:	City Engineer
Contact's Telephone & FAX:	(949) 493 - 1171
Contact's Email:	JParco@sanjuancapistrano.org
Scope of Services/Products Provided:	Professional Engineering Plan check services
Project Completion Date & Value:	Ongoing “On call”. Current contract exp 7/20
4. Client's Company Name:	City of Santa Ana, Public Works Agency
Client Address:	220 S. Daisy Ave. M-85 , Santa Ana, CA 92703
Contact's Name:	Mr. Brian Ige, PE
Contact's Title:	Assistant Engineer
Contact's Telephone & FAX:	(714) 647 - 3385
Contact's Email:	bige@santa-ana.org
Scope of Services/Products Provided:	Professional Engineering plan check services for water and sewer plans.
Project Completion Date & Value:	2/1/20

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Attachment D: Non-Collusion Affidavit

Note: To be executed by Proposer and submitted with proposal.

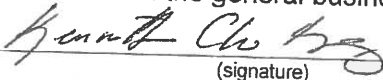
State of CALIFORNIA
(the State of the place of business)

County of ORANGE
(the County of the place of business)

KENNETH CHO GONG, being first duly sworn, deposes and
(name of the person signing this form)
says that he/she is PRESIDENT of
(title of the person signing this form)

GONG ENTERPRISES, 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: Kenneth Cho Gong
(name of the person signing this form)

Title: President
(title of the person signing this form)

Notary is required for this bid.

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

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 Kings

On February 8, 2019 before me, Elza Garcia Notary Public,
(here insert name and title of the officer)

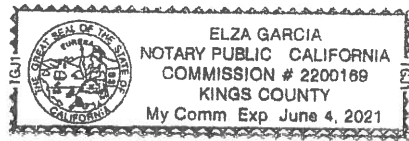
personally appeared Kenneth Cho Gong
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Elza Garcia
Signature

(Seal)



Section 7: Work Samples

1. Samples of Work – Title sheets of representative projects and reports that were reviewed by this office are attached . A copy of a typical correction letter form is also attached.
2. Sample of ongoing support and services agreements

Gong Enterprises, Inc does not have any ongoing Support and Services Agreements,.

GENERAL STREET IMPROVEMENT NOTES

- 1. ALL WORK SHOWN ON THESE PLANS SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION... 2. ALL WORK SHALL CONFORM TO THE STATE CONSTRUCTION SAFETY DEVICE... 3. ALL WORK SHALL CONFORM TO THE CITY OF SAN JUAN CAPISTRANO LAND USE MANAGEMENT CODE...

GENERAL STREET IMPROVEMENT NOTES (cont.)

- 30. INFORMATION: A LICENSED LAND OR CIVIL ENGINEER IS REQUIRED TO SET NEW DRAINAGE AND/OR UTILITY LINES... 31. ALL STREET SECTIONS LOCATED WITHIN 20 FEET OR LESS FROM THE SIDE OF A BLVD... 32. ALL WORK SHALL BE PROTECTED FROM UNDERGROUND WATER SEEPAGE BY CUT-OFF SHEET PILING... 33. CONTRACTOR SHALL PROVIDE A CLEAR UNOBSTRUCTED WALKWAY FOR PEDESTRIANS... 34. A TRAFFIC CONTROL PLAN SHALL BE REQUIRED FOR ALL LANE CLOSURES...

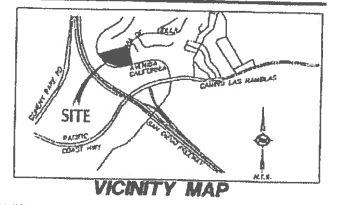
ON-SITE PRIVATE STREET AND PRIVATE STORM DRAIN IMPROVEMENT PLANS FOR TRACT 15687, LOT 2 SAN JUAN CAPISTRANO, CALIFORNIA

GENERAL STORM DRAIN NOTES

- 1. ALL WORK SHOWN ON THESE PLANS SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION... 2. ALL WORK SHALL CONFORM TO THE STATE CONSTRUCTION SAFETY DEVICE... 3. THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE CITY OF SAN JUAN CAPISTRANO... 4. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED... 5. THE DESIGN ENGINEER SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES...

GENERAL STORM DRAIN NOTES (cont.)

- 27. CONTRACTOR SHALL PROVIDE A CLEAR UNOBSTRUCTED WALKWAY FOR PEDESTRIANS... 28. NO STAGING OF CONSTRUCTION EQUIPMENT SHALL BE PERMITTED IN THE RIGHT-OF-WAY... 29. A TRAFFIC CONTROL PLAN SHALL BE REQUIRED FOR ALL LANE CLOSURES... 30. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH ALL SECTIONS OF THE MUNICIPAL CODE... 31. DESIGN AND SEDIMENT CONTROL SHALL BE PURSUANT TO BEST MANAGEMENT PRACTICES... 32. PERMITS SHALL BE OBTAINED FROM THE CITY ENGINEER PRIOR TO CONSTRUCTION... 33. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED... 34. THE DESIGN ENGINEER SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES...



SHEET INDEX

Table listing sheet numbers and titles, including 'TITLE SHEET, MONTHLY MAP, GENERAL NOTES', 'INDEX MAP, QUANTITIES & DETAILS', 'PASSO LUNA STA. 1400 00 TO 1440.13', etc.

LEGEND OF ABBREVIATIONS & SYMBOLS

Legend table defining symbols for items like 'DOCK OF WALK', 'BRICKWAY', 'EXIST. CONDUIT', 'PROPERTY LINE', 'STREET BOUNDARY', etc.

UNDERGROUND SERVICE ALERT

Form for UASAlert with fields for project name, location, contact info, and a 'Call or Text' button.

LOCAL UTILITY AGENCY CONTACT

Contact information for various utility agencies including Southern California Gas Company, City of San Juan Capistrano, and others.

LEGAL DESCRIPTION

IN THE CITY OF SAN JUAN CAPISTRANO, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING PART 2 OF TRACT NO. 15687 AS SHOWN ON MAP FILED IN BOOK 1 THROUGH 5, INCLUSIVE, OF MISCELLANEOUS MAPS, OF THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

NOTICE TO CONTRACTOR

CONTRACTOR AGREES THAT THE SIGNED AND COMPLETED RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY THAT IS REQUIRED SHALL APPLY CONTINUOUSLY AND BE HELD TO NORMAL BUSINESS HOURS AND BY THE CONTRACTOR...

Table with columns for 'SEWER/WATER PER SEPARATE PLANS, U017-0012', 'BENCH MARK', and 'BASIS OF BEARING'.

Table with columns for 'DEVELOPER', 'SOILS ENGINEER & GEOLOGIST', and 'DESIGNED UNDER THE SUPERVISION OF'.

Table with columns for 'CITY OF SAN JUAN CAPISTRANO' and 'REVISIONS'.

Table with columns for 'CITY OF SAN JUAN CAPISTRANO' and 'REVISIONS'.

Table with columns for 'CITY OF SAN JUAN CAPISTRANO' and 'REVISIONS'.

Table with columns for 'DEVELOPER', 'SOILS ENGINEER & GEOLOGIST', and 'DESIGNED UNDER THE SUPERVISION OF'.

Table with columns for 'CITY OF SAN JUAN CAPISTRANO' and 'REVISIONS'.

Table with columns for 'CITY OF SAN JUAN CAPISTRANO' and 'REVISIONS'.

Table with columns for 'CITY OF SAN JUAN CAPISTRANO' and 'REVISIONS'.

Table with columns for 'CITY OF SAN JUAN CAPISTRANO' and 'REVISIONS'.

Attachment: Plan Check Consultant Agreement - Gong (3523 - AUTHORIZATION TO AWARD PLAN

CITY OF SAN JUAN CAPISTRANO - GENERAL GRADING NOTES

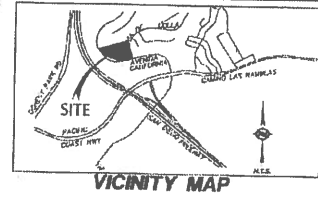
- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE GRADING CODE OF THE CITY OF SAN JUAN CAPISTRANO... 2. GRADE SHALL BE IN ACCORDANCE WITH THE GRADING CODE OF THE CITY OF SAN JUAN CAPISTRANO... 3. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH ALL SECTIONS OF THE GRADING CODE...

ROUGH GRADING & EROSION CONTROL PLANS FOR TRACT 15687, LOT 2 SAN JUAN CAPISTRANO, CALIFORNIA

- 21. IF OTHER NECESSARY BY CITY INSPECTION, PROVIDE ADDITIONAL DRAIN DIPS ON STORM DRAINS... 22. IF OTHER NECESSARY BY CITY INSPECTION, PROVIDE THE ROW HIGH CURBS AND FOOT-CURBS... 23. ALL CURBED SIDWALKS SHALL BE FINISHED WITHER CONSTRUCTION (CONCRETE OR ASPHALT) WITHER AT LEAST 18" MIN. FINISH...

EARTHWORK QUANTITIES

Table with columns: CUT, FILL, and a numerical value of 11,800.00.



LEGEND OF ABBREVIATIONS & SYMBOLS. A table listing various symbols and their corresponding meanings for grading and erosion control features.

LOCAL UTILITY AGENCY CONTACT

- 1. GAS: SOUTHERN CALIFORNIA GAS COMPANY, 1910 STATE COLLEGE BOULEVARD, CA 92686... 2. TELEPHONE: AT&T, 1265 N. MAIN STREET, STE. 100... 3. POWER: SAN DIEGO GAS & ELECTRIC COMPANY...

LEGAL DESCRIPTION

THE CITY OF SAN JUAN CAPISTRANO, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING LOT 2 OF TRACT NO. 15687 AS SHOWN ON A MAP FILED IN BOOK 875, PAGES 1 THROUGH 3, INCLUDING OF MISCELLANEOUS PAPERS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AGREEMENT

AN ENFORCEMENT PERMIT IS REQUIRED TO BE OBTAINED FROM THE ENGINEERING DIVISION FOR A MAJOR PROJECT OVER 50 CUBIC YARDS IMPROVEMENTS, AND WORK IN RIGHT-OF-WAY PER THE APPROVED GRADING PLAN...

SHEET INDEX

Table listing sheet numbers and titles, such as SHEET 1 - TITLE SHEET, SHEET 2 - INDEX MAP, ROUGH GRADE SECTIONS & QUANTITIES, etc.

CITY OF SAN JUAN CAPISTRANO PUBLIC WORKS - ENGINEERING DIVISION

ROUGH GRADING & EROSION CONTROL PLANS FOR TRACT 15687, LOT 2 TITLE SHEET

Project information form including: PREPARED BY: HUNSAKER & ASSOCIATES, INC.; DATE: 12/22/18; PROJECT NO.: 15687; SHEET NO.: 1 OF 25.

UNDERGROUND SERVICE ALERT

Form for marking underground utilities, including fields for utility name, depth, and location.

PREPARED UNDER THE SUPERVISION OF:

Signature and name of the supervising engineer, Douglas L. Stout, dated 11/28/18.

Professional Engineer information: EIT: GLENNHAMER ENGINEER, DATE: 11/28/18, ENGINEERING GEOLOGIST, DATE: 11/28/18.

Attachment: Plan Check Consultant Agreement - Gong (3523) - AUTHORIZATION TO AWARD PLAN

Ganahl Lumber Co.
Stonehill Drive
San Juan Capistrano, CA

HYDROLOGY AND HYDRAULIC REPORTS

5

1 ✓ GEI

GANAHL LUMBER ~ Entitlement

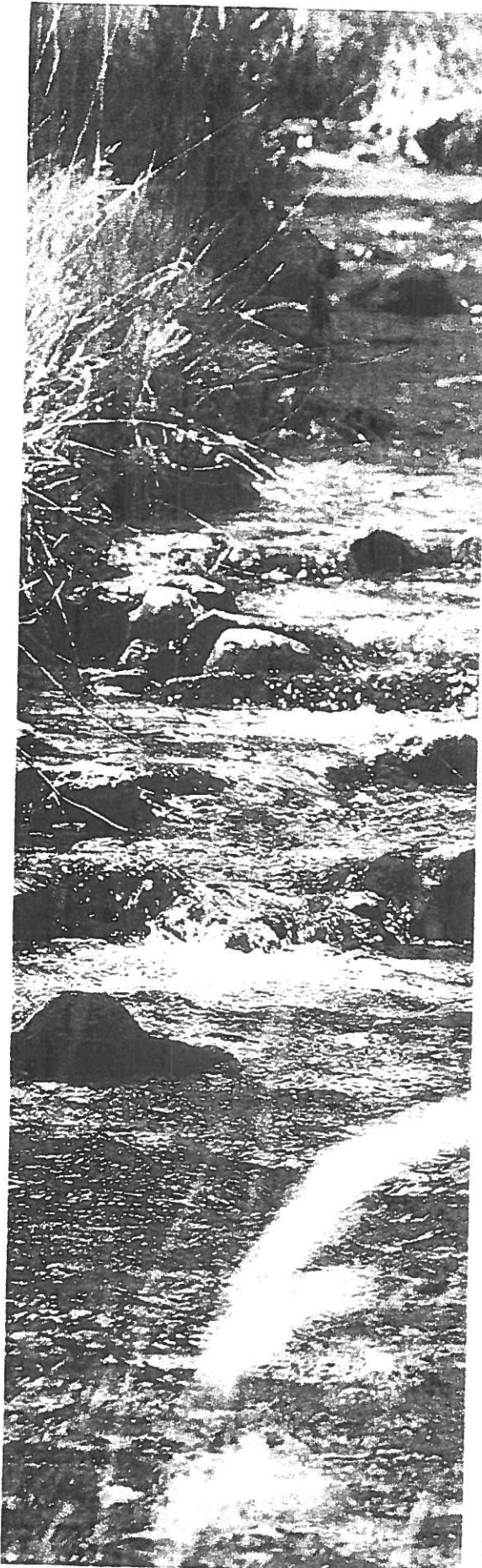
Entitlement Submittal
Issued June 04, 2018
City of San Juan Capistrano

GONG ENTERPRISES, INC.
PLAN CK # _____ AGENCY: _____
RECEIVED

JUN 19 2018

DATE COMPLETED: _____
APPROVED: _____ Y _____ N
SEND TO: _____

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



Paseo Tirador
TTM 18148
San Juan Capistrano, CA

PRELIMINARY HYDROLOGY
REPORT

Prepared for:
San Juan Tirador, LLC
520 Newport Center Drive, Suite 780
Newport Beach, CA 92660
949.723.8989
Date Prepared: 11/2017
Date Revised: 03/2018

Prepared By:
IBI Group
18401 Von Karman Avenue, Suite 110
Irvine, CA 92612
949.833.5588
Project Manager: Puneet Comar, PE
Project Number: 112767

GONG ENTERPRISES, INC.
PLAN CK # 21 AGENCY: SJC
RECEIVED

MAY 11 2018 GEI



Defining the
cities of tomorrow

DATE COMPLETED: _____
APPROVED: _____
SEND TO: _____

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



Thienes Engineering, Inc.

CIVIL ENGINEERING • LAND SURVEYING

HYDROLOGY, HYDRAULIC & DETENTION CALCULATIONS

FOR

PM 36150/PEN16-0007/LST18-0037
MORENO VALLEY LOGISTICS CENTER
BUILDING 1
244401 KRAMERIA AVENUE
MORENO VALLEY, CALIFORNIA 92551

PREPARED FOR

PROLOGIS, LP
3546 CONCOURS STREET, SUITE 100
ONTARIO, CA 91764
PH. (909) 673-8700

Gong Enterprises, Inc
Plan Check #
Received

JAN 31 2019

AUGUST 9, 2018
REVISED OCTOBER 15, 2018
REVISED JANUARY 28, 2019

Date Completed:
Sent to:
Approved: Y N

JOB NO. 2890F

PREPARED BY

THIENES ENGINEERING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
P. (714) 521-4811
FAX. (714) 521-4173

36150 MV Logistics Center

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

GONG ENTERPRISES, INC.

CIVIL ENGINEERING/CONSULTANTS TO GOVERNMENTAL AGENCIES

DATE

TO: xxxxxx
Engineering Company.
Address
CITY, CA Zip

Or address to CITY

**Re: Precise Grading Plan @ address
First plan check**

Dear xxxxx:

In accordance with our contract with the City of xxxxxx (CITY), we have provided a review of subject plans. The following represents our general comments:

General:

1. A copy of the underlying Tract Map is required so lot dimensions can be confirmed.
2. A copy of a current preliminary title report is required to validate APN, legal description, ownership, and public utility easements. Actual recorded public utility easement document is required.
3. Bond estimate to be modified per redlines and to include all precise grading features, including retaining walls, temporary shoring, etc.
4. CITY's Soils Consultant has not approved the soils report at this time. Ensure all soils report comments are incorporated into the project.
5. Planning Division's approval of the precise grading plan is necessary. Planning Division will generally review the plans for allowable retaining wall height, retaining wall heights in front yard setback, setback compliance, and other planning issues. Ensure grading plans reflect Planning Division's comments and approval. Confirmation of their approval is required.
6. It appears the project is within Coastal Commission jurisdiction. A copy of the CC permit is required.
7. Conditions of approval per Resolution No. xxxxx to be reviewed and initiated. Technical items to be implemented into the plan set.
8. A priority/non priority project check list is required that determines if the project will require WQMP and SWPP reports. If priority, the WQMP and SWPPP reports are to be submitted directly to CITY Engr Dept. I will need a copy of the WQMP report.
9. CITY Utility Division approval of the precise grading plans is necessary. The

7755 Center Avenue, Suite 1100 / Huntington Beach, CA 92647/ Ph: (714) 372-4959/ Fax (714) 372-4968
Email: GONGENTERPRISES@YAHOO.COM Plan Check / Consulting

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Utility Division will review the plans for improvements in the CITY ROW. Ensure grading plans reflect their comments and approval. Confirmation of their approval is required.

Grading Plans:

1. CITY rough grading notes on plans – long list to be put on plans.
2. Soils Engineer certification to be put on plans.
3. Legend and list of abbreviations to be put on plans.
4. Street address to be put on plans.
5. Ownership statement regarding review of grant deed and preliminary title report For all easements is required.
6. Erosion control and required BMP's to be put on plans.
7. Adequate existing condition topography is required on the lot and adjacent lots. It is needed to evaluate the proposed onsite retaining wall and impacts.
8. Sidewalk along lot frontage required. It appears that Historical sidewalk Std Plan or regular concrete sidewalk (Std plan xxx) is to be used for sidewalk along lot frontage. Sidewalk behind proposed driveway approach with cross-slope of 2% will be required.
9. Additional finish surface and finish grade elevations are required to assess drainage patterns. Ensure minimum 5% slope away from bldgs for native soils.
10. Area drains and PVC pipes are required to control flooding and minimize ponding.
11. Retaining wall plans, details, profiles, general notes, sections, and calculations, are required.
12. Retaining wall plans are to be coordinated with the precise grading plans. Ensure TW/TF elevations are consistent with each plan set.
13. Top of Footing elevations required at all TW callouts (typ).
14. Foundation caissons, temporary shoring piles, or/and retaining wall caissons to be shown on the plan view. Minimum depths are to be shown or called out for determination of grading setback requirement.
15. It appears that a shoring wall and temporary grading slopes are required to construct walls and dwelling.
16. Building setbacks to be plotted on plans (typ). Ensure the setbacks are in compliance with CITY requirements.
17. 4:1 rear yard berm required. Do not allow drainage to flow over slope.
18. Owners statement required on plans.
19. Driveway approach to be minimum 5' away from light pole or fire hydrant or property line per CITY Std plan XXX.
20. All lot dimensions to be plotted on plans.
21. Existing sewer main to be shown (size and type).
22. Proposed sewer lateral to be shown. Sewer backflow preventer could be required.
23. Existing water main to be shown (size and type).

24. Proposed water lateral and meter to be shown. A pressure regulator between water meter and proposed dwelling on private property will be required.
25. Proposed fire line with water valves required with Backflow preventer.
26. Sawcut and Removal of 1' wide existing AC/AB in front of proposed driveway approach is required. Upon completion of driveway approach construction, replace void with 12" full depth AC.
27. There are many utility trench cuts for this project. Need to repave the entire ½ street fronting this project.
28. All utility easements to be plotted on plans.
29. Ensure finish grade is minimum 6" below FF for typical locations. Water-proofing of building where soil is above the FF and intersects with house retaining wall is required.
30. Cross-sections where indicated on plans is required for clarity.
31. A note is required that states that all roof gutter down spouts shall tie into an area drain system. Locations to be shown on plans. Do not allow roof drainage to splash/drain directly onto native soil.
32. Miscellaneous construction notes will be required. This includes....
33. Additional deck/planter/yard drains are required or modified.
34. See plans for other, minor comments.

Structural (Retaining Wall) Plans:

Plans:

1. Retaining Wall plans are required. The location, height, etc to be approved by Planning Department.
2. Retaining wall sections, tables, schedules, general notes, and details will be required.
1. Coordination with precise grading plan is required.

Calculations:

1. Retaining wall calcs to be submitted on the next submittal.
2. Caisson/grade beam calcs to be submitted on the next submittal.
- 3.

Temporary Shoring:

1. Temporary shoring plans will be required.
2. Temporary shoring calculations will be required.

Soils Report (comments supplement CITY's consultants official review):

1. Require discussions on slope creep and impacts to grading setback and lateral pressures used for caisson/wall design.
2. Require discussions on active pressure for retaining walls without sand backfill.
3. Require discussions on depth of caissons and grading setback.
4. Provide recommendations for surficial and global stability.

Please provide the following directly to this office on the next submittal:

1. 1st plan check.
2. 1st plan check – bond estimate.
2. 2 sets of revised plans.
3. 2 copies of retaining wall calcs.
4. 2 copies of temporary shoring calcs.
5. 2 copies of revised bond estimate.
6. 1 copy of Planning Dept's approval of walls/setbacks.
7. 1 copy of 1st plan check – Utility Division comments
8. Items mentioned in text above.

Should you have any questions, do not hesitate to call.

Thank you.

Submitted by:

Ken Gong, PE
C:PGxxxxxx

Enclosures: 1st plan check.
1st plan check – retaining wall calcs
1st plan check – temporary shoring wall calcs.

Email: (w/o enclosures): xxx, CITY
xxx, CITY
xxx, CITY

Subject plans were reviewed for substantial compliance with design concepts, and City of xxxxxx standards, codes, and criteria. GEI is not responsible for design, errors and omissions, or design accuracy.

Proposer Qualifications

STATEMENT OF QUALIFICATIONS:

Company History: Gong Enterprises, Inc. was incorporated in 1983.

Primary Business: Civil Engineering Plan check services for 30 years

Current Clients:

- City of Moreno Valley - 16 years
- City of San Clemente – 30 years
- City of San Juan Capistrano – 27 years
- City of Mission Viejo – 5 years
- City of Brea – 2 years

(Related, recent experiences):

City of Moreno Valley

- Parcel Map 36625 (Moreno Valley Distribution Center: review of rough grading, precise grading, street plans, parcel map, and drainage study.
- Parcel Map 36162 (Moreno Valley Industrial Center): review of precise grading, street plans, parcel map, storm drain, and drainage study
- Parcel Map 32326 (Moreno Valley Centerpointe): review of precise grading, detention basin, parcel map, storm drain, and drainage study
- Tract 27251: review of street, storm drain, rough grading plans for 116 lot subdivision

City of San Clemente:

- Tract 16630: review of production precise grading plans of 30 lots.
- Avenida Serra Force Apartments: review of precise grading plans, temporary shoring plans, onsite utilities
- Tracts 15661 and 15662 (Forster Ranch Planned Community): review of all improvement plans such as grading, streets, storm drain, sewer, and water associated with this 500+ home community.
- Target Department store: review of precise grading, storm drain, MSE and conventional retaining walls, street improvement plans.

City of San Juan Capistrano:

- Tract 17713: review of rough grading, WQMP report, drainage analysis, street and storm drain plans, sewer and water plans, MSE and conventional retaining wall plans, and precise grading plans – hillside development.
- San Juan Medical Office: review of rough grading, temporary/permanent

caisson/lag retaining walls, precise grading, street and storm drain plans, and WQMP detention basin requirements.

- Ventanas Development: San Juan Creek Channel embankment improvements: review of steel pile/sheeting shore improvement plans, review of sedimentation analysis report for San Juan Creek, review of various quitclaim and grant deed documents.

City of Mission Viejo:

- Mount of Olives Lutheran Church: review of precise grading plans and drainage report.

City of Brea:

- Hines Development: Review of street widening, reconstruction of catch basin improvements, new median improvements, and storm drain improvements.

Highlights of Qualifications, Gong Enterprises, Inc:

- Over 35 years of plan check experience
- Highly consistent with plan check review and time frame commitments
- Strong interpersonal and communication skills
- Well organized and focused
- Strong analytical, writing, and research skills
- Effective problem solver
- Good eye for detail, can get the job done, and do it well
- Reputation for excellence and high quality service to clients

Key Personnel:

Contact Person: Mr. Ken Gong, PE, President
 7755 Center Avenue #1100
 Huntington Beach, CA 92647
 Ph: (714) 372 - 4959
 Cell Ph: (714) 642 – 8704
 Fax: (714) 372 – 4968
 Email: GongEnterprises@yahoo.com

Qualifications: Bachelor of Science, Civil Engineering
 UC Irvine 1980
 Professional Civil Engineer, 1983, State of CA
 License expires 6/30/16
 General Contractor – B classification

Section 4: Proposal Costs

Exhibit B: Pricing

Effective July 1, 2019 – July 1, 2020

<u>Line</u>	<u>Standard Personnel Rates Performing Services</u>	<u>Title of Person</u>	<u>Hourly Rate</u>
1.	Registered Civil Engineer	Principal	\$135.00

Pricing Terms and conditions:

Gong Enterprises will format the invoice to the City of Moreno requirements.

Consultant compensation shall not exceed 75% of adopted City Land Development Division (LDD) fee for all final tract and parcel map reviews and shall not exceed 65% of adopted City LDD fee for all improvement plan checks (drainage studies, rough grading, precise grading, street and storm drain, sewer and water, traffic signal, and signing and striping plans.

No extra charges will be billed or invoice for items not shown in Exhibit B: Pricing.

We agree that this Exhibit B will be made a part of the plan check agreement.

Misc terms:

Gong Enterprises, Inc (GEI) shall invoice on a hourly (time) basis in accordance to the hourly rate schedule presented hereon on a monthly basis.

All incidental/overhead costs that include printing, telephone, photographs, and postage are included within the hourly rate.

For expedited reviews, consultant compensation shall not exceed 75% of future, expedited LDD fee for all final tract and parcel map reviews and shall not exceed 65% of future, expedited LDD fee for all improvement plans.

Project meeting and associated travel time shall be invoiced on an hourly basis, based on the hourly rate presented in the fee schedule.

Field review and associated travel time shall be invoiced on an hourly basis, based on the hourly rate presented in the fee schedule.

Attachment: Plan Check Consultant Agreement - Gong (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

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 C

EXHIBIT D**TERMS OF PAYMENT**

1. The Consultant's compensation shall not exceed **\$500,000.00** over the entire term of the multi-year agreement. The Consultant's compensation shall equal 65% of the adopted City Land Development Division (LDD) fee for all improvement related plan checks and 75% of the adopted City LDD fee for final and parcel map plan checks in accordance with the City's adopted Schedule of Fees, Charges, and Rates as updated annually.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Land Development Division, Public

Works Department at zarat@moval.org. Calls should be directed to (951) 413-3139.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT 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 **HR Green Pacific, Inc.**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

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

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

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

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

DESCRIPTION OF PROJECT

1. The Project is described as Engineering Plan Check 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 **\$500,000.00**, over the entire term of the multi-year agreement, in accordance with the payment terms provided on 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

which such approvals have been denied.”

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 plan review schedule as stated in the Notice to Proceed.

8. This Agreement shall be effective from effective date and shall continue in full force and effect date through **June 30, 2020**, subject to any earlier termination in accordance with this Agreement, or extensions in one-year increments up to four (4) additional fiscal years as further provided for in the City's Procurement Policy. 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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.

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

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

(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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

(including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

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

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Engineering Division Manager/Assistant City Engineer, 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

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

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement. 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

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

22. A City representative shall be designated by the City and a Consultant 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

parties without the prior written consent of both parties.

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

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

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

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.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

HR Green Pacific, Inc.

BY: _____
Thomas M. DeSantis, City Manager

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

Date

BY: _____

Name: _____

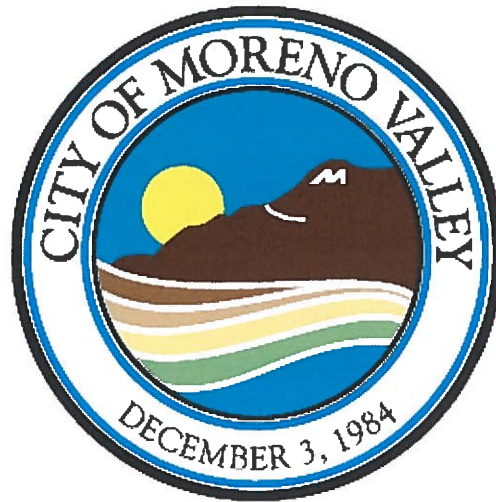
TITLE: _____
(Corporate Secretary)

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head
_____ Date

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

City of Moreno Valley



Request for Proposal

2018-037

Professional Services for Engineering Plan Check Consultant Services

December 20, 2018

Question Deadline:

January 23, 2019, 4:00 pm, PST

Proposal Due Date:

February 12, 2019, 2:00 pm, PST

Submit proposal online at:

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

EXHIBIT A

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Table of Contents

Schedule 1

Proposal Procedures, Content, Format, and Criteria 1

Proposer Qualifications, Evaluation Criteria, and Award Process 4

Special Terms and Conditions 5

Exhibit A: Scope of Services 7

Exhibit B: Pricing 11

Attachment A: Required Response Template 12

Attachment B: Special Provisions 16

Attachment C: Client References 18

Attachment D: Non-Collusion Affidavit 19

Attachment E: Sample Invoice 199

Attachment F: Adopted City Land Development Division Fee Schedule 20

Attachment G: Sample Template of Agreement for Project Related Services 21

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Schedule

I. 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 **5:00 pm** unless stated otherwise.

DATE	EVENT
December 20, 2018	Request for Proposals (RFP) issue date
January 23, 2019 @ 4:00 pm	Question deadline
January 28, 2019	Final addendum issued (if necessary)
February 12, 2019	Proposal due date
March 11, 2019	Evaluation of proposals completed
March 18, 2019	Interviews, as necessary
April 2, 2019	Selection of Consultant & contract preparation
May 7, 2019	City Council Approves Agreement (estimated)
July 1, 2019	Start of Service

Note that City will entertain questions through the Q&A tab for the RFP at <https://www.planetbids.com/portal/portal.cfm?CompanyID=24660> no later January 23, 2019 at 4:00 pm PST.

Proposal Procedures, Content, Format, and Criteria

I. General

- A. **Proposal Format:** A proposer must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFP.
- C. **Right to Reject Proposals:** City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a Proposer is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified proposer or call for new proposals, whichever City deems most appropriate. See Attachment G for the Sample Template of Agreement for Project Related Services.
- E. **Incorporation of RFP/Proposal:** This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and Proposer.

- F. **Authorized Signatories:** Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. **Validity of Proposals:** Proposed services and related pricing contained in the proposal must be valid for a period of 180 days after the due date.

II. Proposal Content and Format

Include the following sections containing the information requested below in your proposal. To enable ease of evaluation, please follow the sequence shown and upload the required documents into the vendor portal in the appropriate sections.

A. Section 1: Executive Summary

1. Provide a cover letter of your company's information including:
 - a) Company's full legal name, address, phone, fax, email, website;
 - b) Prior company names (if any);
 - c) Organizational structure (corp., LLC, etc.);
 - d) Names and titles of the principal owner(s);
 - e) Person(s) authorized to make commitments for your company;
 - f) Company history, experience (brief), and years in business;
 - g) Current number of employees, key personnel;
2. Note any exceptions to any part of City's scope, specifications, terms or conditions in this letter and explain the reason.
3. Limit this section to a maximum of **one** page.

B. Section 2: Supplemental Company Information (Optional)

1. Provide any supplemental information not specifically requested by City that you would like City to consider in evaluating your proposal.
2. Ensure information is relevant to City's current or potential future needs.
3. Limit this section to a maximum of **one** page.

C. Section 3: Professional Team Assignments

1. Note any key personnel who are expected to remain in service until completion of the project.
2. Provide detail regarding the team to be assigned for these services.
3. Provide resumes of all team members.
4. Provide an organizational chart of all team members, titles, and a very brief description of their relevant responsibilities.
5. Limit this section to a maximum of **ten** pages plus resumes and org chart.

D. Section 4: Proposal Costs (Will not be viewed until after consultant ranking is made and top-ranked consultant is identified)

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

1. Submit all pricing on *Exhibit B using the form provided.
 2. Provide pricing for each of the required line items.
 3. Provide pricing for optional proposer recommendations.
 4. See payment terms in Exhibit B for additional details.
- * These forms are provided by City in the submittal forms section.

E. Section 5: Response Template

1. Complete City-provided Response Template with your answers to City's questions. Provide thorough responses with sufficient detail to enable City to evaluate your understanding of City's requirements, the suitability of your services and/or product(s) to meet City's requirements, the strength of your work plan, previous experience, and available resources.
2. Note these responses carry significant weight in City's evaluation of your proposal to provide and implement requested services.
3. Limit this section to a maximum of ten pages.

F. Section 6: Required Forms and Samples

1. Special Provisions Form*
2. Client Reference List*
3. Non-Collusion Affidavit*

* Note these forms are provided by City in the submittal forms section.

G. Section 7: Work Samples

1. Samples of work, queries, reports, and forms**
2. Sample of ongoing support and services agreements**

** Note that these documents will not be returned to proposer.

H. Inadequate Content

1. Note that a proposal is non-responsive if the proposal does not contain all proposal requirements, is not complete, is not received at the right location, and is not received by the proposal deadline, has exceptional or excessive exceptions. City may, at its sole discretion, waive minor non-material irregularities and informalities.
2. Do not submit extraneous marketing or promotional information.

I. Proposal Format

1. Electronic only: Searchable document
2. White paper, 8-½ x 11, page numbered
3. Typed, black print, approximately 11-12 point font
4. Free from excessive graphics or excessive photos

Proposer Qualifications, Evaluation Criteria, and Award Process

I. Proposer Qualifications

The intent of this RFP is to evaluate the proposals and ultimately select a Proposer that is determined to be the most qualified consultant to provide professional services for City.

The overall capabilities of consultant's organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top-level management, and ability of persons assigned to perform the work. Clearly state the relevant project experience of the personnel specifically proposed for the roles listed below. Specify possession of appropriate licenses and certificates.

II. Evaluation Criteria

A. Minimum qualifications, Competitive Range, and Award Consideration

The minimum qualifications, competitive range, and award consideration based upon the following criteria

1. City will review the Proposers Qualifications to determine if the Proposer meets or betters the minimum requirements as detailed above.
2. Only Proposers that meet or better the minimum requirements will have their Proposals reviewed for consideration.
3. Only the best-qualified Proposer will be considered for final negotiations of scope of services, contract, award recommendation, and fee/price.

B. Evaluation Criteria

Award of the Contract shall be made to the most qualified Proposer that best meets City's specifications and needs. Submitted proposals will be evaluated on the following criteria:

- (40 points) – Experience of Key Personnel Background on key personnel (including all subconsultants) qualifications, abilities, familiarity with State and federal procedures and regulations, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
- (20 points) – The Firm's General Experience and Qualification Information about the company (and all subconsultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.
- (10 points) – References
- (20 points) - Project Approach/Understanding Discussion of major issues identified on the project and how consultant team plans to address them; availability of key staff

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

and commitment during contract; the management approach and organization necessary to perform the services; and outline quality control measures.

- (10 points) - Completeness, thoroughness, and neatness of submittal
- C. **Fee/Price Evaluation**
1. Proposed fee is not to be viewed until after consultant ranking is made and top-ranked consultant is identified.
 2. Reasonableness of fee requested to do the work, as originally proposed.
 3. Final negotiations.

III. **Award**

- A. After conclusion of the above Evaluations, as noted in the tentative schedule, interviews may be held, at the City's discretion. A Notification of Intent to Award may then be sent to the Proposer selected.
- B. Award is contingent upon the successful negotiation, at a fair and reasonable price, of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations for a fair and reasonable price cannot be concluded successfully, City may negotiate a contract with the next best qualified Proposer or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. City operates on a fiscal year basis, running July 1st through June 30th. The initial Contract shall be in effect on the date of executed signatures (but no earlier than July 1, 2019) through June 30, 2020. The agreement may be renewed at the expiration of its term, by agreement of both parties, in one-year increments, up to four additional terms, at the end of each subsequent fiscal year. Renewal of the Agreement shall be accomplished through an amendment to agreement signed by both parties.
- D. Rates may be negotiated for each mutually exercised optional renewal period.

Special Terms and Conditions

I. **Audit Requirements**

- A. City reserves the right to periodically inspect and audit Provider's accounting procedures and supporting documentation in conjunction with the performance of the required services.
- B. City will notify Provider in writing of any such requested audit.
- C. City will inspect and audit in a reasonable manner and at City's expense.
- D. Provider must fully cooperate with any such audit(s).
- E. City will notify Provider in writing of any exception taken as a result of an audit.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

- F. If an audit, in accordance with this article, discloses overcharges (of any nature) by Provider to City of the value of that portion of the Agreement that was audited, the actual cost of City's audit must be reimbursed to City by the Provider.

II. Termination

- A. If, in the opinion of City, Provider fails to perform or provide prompt, efficient service, City must have the right to terminate or cancel the Agreement upon 5-day's written notice, and pay Provider for the value of the actual work satisfactorily performed to the date of termination.
- B. City shall have the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Provider for the value of actual work satisfactorily performed to the date of termination.
- C. These rights are in addition to any other rights that City may have available.

Continued on Next Page

Exhibit A: Scope of Services

I. General

Consultant engineering plan check services will be on an "as needed" basis. There will be no guarantee of work. Consultant will review and/or perform duties related to the following:

II. Specific

Consultant will be required to adhere to all federal, state, and local requirements. In general, the engineering plan check consultant services to be furnished for this project will include, but not be limited to, the review of final maps, parcel maps, grading plans, erosion control plans, public infrastructure improvement plans, traffic control plans, easement and right of way documents, construction cost estimates, soils/geotechnical reports, and hydrologic/hydraulic studies prepared by engineering firms for private development projects in conformance with the approved project conditions of approval. Consultant shall review the construction cost estimate in City's format to be utilized for bonding purposes, and in most cases, establishment of plan check fees. Additionally, Consultant may be required to arrange and attend a meeting with City staff upon completion of the first plan check submittal. City does not currently utilize an electronic plan check process; however, it is under consideration. Consultant shall demonstrate the ability to perform electronic plan check, if necessary.

Consultant shall adhere to a fourteen calendar day (two week) turn-around time for first and second plan check reviews; and more specifically described below.

A) Research of Record Information

With the first plan check submittal, Consultant shall research available City engineering records such as final maps, parcel maps, survey ties, bench marks, improvement plans, grading plans, tentative maps, conditions of approval, etc. that City knowingly has in its possession. City will make available City records on regularly scheduled workdays. City copy machines will be made available to Consultant to reproduce any plans or other documents as necessary for Consultant's use in performing the plan check. City will provide project conditions of approval with the first plan check.

B) Format Submission

Consultant shall provide clear, concise, and complete plan check reviews to include, but not be limited to, all applicable items listed in City's plan check manual, project conditions of approval, project mitigation measures, City engineering standard drawings, and City municipal code requirements. Consultant shall check plan compatibility with existing/proposed maps, improvement plans, grading plans, drainage studies, and other related documents including approved plot plans, tentative maps, specific plans, and development agreements.

Consultant shall ensure that all drawings are prepared using twenty-four inch by thirty-six inch (24" x 36") plan sheets (except maps). Final plans shall be prepared using permanent ink on 24" x 36" Mylar sheets. No stick-ons are allowed. The original plans are to be considered to be the property of the project proponent, and

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

shall be submitted to City for approval. Upon approval of the Mylars by the City Engineer, the plans shall become the property of City.

C) Submittals to City

- 1) Completion of the first and second plan check reviews shall be fourteen (14) calendar days after pick-up from City, unless otherwise directed by City staff. Upon completion of each plan check review, Consultant shall provide one (1) set of redlines (check prints) along with comments pertaining to the construction cost estimate, reports, studies, and other related documents. At times, special requests are made by the project proponent and Consultant shall have the flexibility to review plans within seven (7) calendar days on the first and second submittals as requested by the City.
- 2) Consultant shall perform subsequent plan checks using the same assigned staff to complete the plan checking process, unless otherwise directed by City staff.
- 3) Consultant shall incorporate plan check comments from City staff from all pertinent departments and divisions.
- 4) Upon completion of the final plan check, Consultant shall meet with City staff to review the plans prior to requesting from the project proponent to submit one (1) set of blueprints, accompanied by the original reproducible Mylars and a final construction cost estimate, unless otherwise directed by City staff.
- 5) Consultant shall provide a written statement that they have reviewed the plans for conformance with City standards and practices, and is recommending the plans for City approval. The responsible engineer shall sign the statement.
- 6) Consultant shall provide a written statement on his letterhead that the final map/parcel map conforms to the tentative map, the state subdivision map act, the project's conditions of approval, and that the map is acceptable for recordation.
- 7) Upon completion of Consultant's map review and after final review by City staff, Consultant's authorized engineer or land surveyor shall sign the final map/parcel map as the "Authorized Agent of the City Engineer".

D) Estimate of Quantities and Cost

A preliminary estimate of quantities and costs shall be provided by the project proponent on forms provided by City, and included in the first plan check submittal. A final construction cost estimate shall be prepared by Consultant. The final

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

estimate of cost shall be based upon, and in agreement with, the final quantities as shown on the plans.

- E) Sewer and Water Drawings
The project proponent shall provide to Consultant all sewer and water drawings necessary to perform the sewer and water plan check within the public right-of-way. Consultant shall not be required to research sewer and water drawings. Because City does not own the sewer and water facilities, Consultant shall review these drawings for conflicts with City owned and operated infrastructure or conflicts with proposed City infrastructure within the public right-of-way. Sizing and capacity of these facilities is not the responsibility of Consultant.
- F) Pre-Plan Check Meeting
Consultant shall pick-up the first plan check submittal package from City within 24-hours of notification by City. City will answer questions and provide guidance for the review and research of City records for the submittal prior to Consultant checking of the plans.
- G) Post-Plan Check Meeting
Consultant shall arrange a meeting with City staff at City Hall upon completion of the first plan check, unless otherwise directed. The meeting will be held to discuss and answer questions regarding the technical provisions, the design drawings, conflicts with the design, etc. Consultant shall prepare a return transmittal to the project proponent.
- H) Third and Subsequent Plan Checks
The project proponent shall deliver third and subsequent plan checks to Consultant directly. Consultant shall return third and subsequent plan checks to the project proponent within seven (7) calendar days.
- I) Project Reporting
Consultant shall provide a written weekly status report to City regarding the plan check submittals by Friday at 3:00 PM. The reports shall include project identification, submittal dates, plan types, return dates, and plan check submittal number. The reports may be emailed to City.
- J) Responsible Engineer/Surveyor
A registered civil engineer in the state of California shall be the responsible engineer in charge of the plan check process. A licensed land surveyor or registered civil engineer authorized to practice land surveying shall be the responsible engineer/surveyor in charge of the map and easement plan check. Additionally, a registered traffic engineer in the state of California shall be available, as necessary, to be the responsible engineer in charge of traffic signal, signing and striping, and traffic control plan checks.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Exhibit B: 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.

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
1	Senior Engineer		\$		\$
2	Project Engineer		\$		\$
3	Technician 1		\$		\$
4	Technician 2		\$		\$
5	Clerical		\$		\$
6			\$		\$
B	Total Personnel Costs				

*** Attach additional sheets as necessary.

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment E 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. **City Fee Schedule:** See Attachment F for the current adopted City Fee Schedule. Plan check compensation is based on a percentage of the adopted City Land Development Division (LDD) fee charged to developers. Consultant will be paid 65% of adopted City LDD fee for all improvement plan checks (drainage studies; rough grading, precise grading, street and storm drain, sewer and water, traffic signal, signing and striping plans, etc.) and 75% of adopted City LDD fee for all final and parcel map plan checks. Additionally, the City does not currently have an expedited plan check review fee, but anticipates establishing one in the future. The expedited plan check review fee is expected to be at a higher rate than the standard plan check fee. If the expedited plan check review fee is adopted, Consultant agrees to be paid 65% of adopted City LDD fee for all expedited improvement plan checks and 75% of adopted City LDD fee for all final and parcel map plan checks. All plan check fees are not to exceed fees.
- C. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- D. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- E. **Proposal Pricing:** The awarded Provider's Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

Attachment A: Required Response Template

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
- D. Names and titles of the principal owner(s).
- E. Person(s) authorized to make commitments for your company.
- F. Company history, experience, years in business for current company name.
- G. Annual company revenues for the last three fiscal years.
- H. Tax ID number.
- I. The complete scope of services offered by your company.
- J. The number of clients (including governmental) served in past and present.
- K. Special qualifications, training, credentials, recognition, or awards.
- L. Contracts terminated for cause, pending litigation or legal issues.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.
- B. Team to be assigned for these services.
- C. Qualifications of specific individuals who will work on the project.
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.
- F. Current number of employees: full-time and part-time employees.
- G. Annual turnover rate of staff.
- H. Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.
- I. Facilities that would be utilized to perform the required work.
- J. Equipment that would be utilized to perform the required work.

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.
- B. Reasonableness of your fee to do the work.
- C. Current resources to meet or better all task and timeline requirements herein.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.
- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?
- F. How quickly can you begin providing services if awarded the contract?
- G. Details of any improvement or upgrades your firm has designed or implemented.

IV. Demonstrated and Technical Experience

Please describe your company's:

- A. Demonstrated record of success on work previously performed.
- B. Specific method and techniques to be employed on the project or problem.

V. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How you will schedule professional and staff to ensure milestones and deadlines are met?
- B. Provide required response time to the urgent service requests.
- C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.
- D. Provide any other relevant information that you believe would benefit City for the requested services.

Submitted by:

Company Name

Contact Name

Title

Signature

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Email _____
Phone _____
Date _____

Attachment B: Special Provisions

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM:

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- _____ No exceptions taken
- _____ Exception taken to the scope of work or specifications
- _____ Exception taken to indemnification and insurance requirements
- _____ Exception to proposed contract language
- _____ Other

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Please explain any of the checked items:

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: _____ DATE: _____

BUSINESS ADDRESS: _____

SIGNATURE OF REPRESENTATIVE: _____

BY: _____ TITLE: _____

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

(CONTINUED ON NEXT PAGE)

Attachment C: Client References

(Bidder's Company Name)

1. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
2. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
3. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
4. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	

Duplicate this form as necessary to complete list.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment D: 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.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
 December 2018

Attachment E: Sample Invoice

Consultant Name/Address/Phone			
City of Moreno Valley Accounts Payable P.O. Box 88005 Moreno Valley, CA 92552	Date: 8/15/19 Invoice No.: 12345		
PW/Land Development Division - Professional Services for Plan Check Consultant Services			
Project Name and Project No.: _____			
Purchase Order No.: _____			
Billing Period: <u>July 1, 2019 through July 31, 2019</u>			
<u>Description of Service Performed/Personnel*</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Review Final Map – 1st Review			
Project Engineer John Smith	40.0	\$125.00	\$5,000.00
Review Drainage Report			
Engineer Jane Smith	15.0	\$75.00	\$1,125.00
Review Rough Grading Plans			
Project Engineer John Smith	10.0	\$75.00	\$750.00
Review Street Improvement Plans			
Principal Engineer Mary Smith	20.0	\$25.00	\$500.00
Total Invoice			\$7,375.00
*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	\$7,375.00	\$0.00	\$7,375.00
Budget			\$25,000.00
Remaining			\$17,625.00

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment F: Adopted City Land Development Division Fee Schedule

Adopted City Land Development Division Fee Schedule*

*Adopted 07/05/16 & Effective 11/30/16

Land Development

MAP CHECKING

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Adopted Fee
Parcel Map Residential	Each	\$ 4,091
plus per lot fee	per Lot	\$ 43
 Parcel Map Non-Residential	 Each	 \$ 4,091
plus per lot fee	per Lot	\$ 43
 Tract Map	 Each	 \$ 4,091
plus per lot fee	per Lot	\$ 43
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 201
 Amended Map	 Each	 \$ 339
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 201

IMPROVEMENT PLAN CHECK (Includes but is not limited to Street Improvements, Storm Drain, Water, Sewer Plans, etc.)

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Street Improvements and Storm Drain	per Sheet	\$ 1,010
Storm Drain (RCFC & WCD)	per Sheet	\$ 1,290
Sewer	per Sheet	\$ 1,290
Sewer/Water	per Sheet	\$ 1,080
Water	per Sheet	\$ 1,080
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet, per Review	\$ 263
 Revisions (Improvement Plans)	 per Sheet	 \$ 315
For As-Builts with no changes, a one sheet fee is required.		
 Traffic Signal Plan Check	 per Sheet for first 3 Reviews	 \$ 3,005
Signing and Striping Plan Review (1-3 submittals)	per Sheet	\$ 364
4th and subsequent submittals	per Sheet	\$ 200

Adopted City Land Development Division Fee Schedule*

*Adopted 07/05/16 & Effective 11/30/16

Land Development

MASS/ROUGH GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Adopted Fee
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet	\$ 860
Revisions (Mass/Rough Grading Plans) Including As-Builts	per Sheet, per Review	\$ 315
	per Sheet, per Review	\$ 315

For As-Builts with no changes, a one sheet fee is required

STOCKPILE/BORROW SITE PLAN

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Stockpile/Borrow Sites (Initial fee includes three (3) reviews unless otherwise noted)	per Sheet	\$ 635
4th and Subsequent Reviews (Stockpile/Borrow Plans)	per Sheet, per Review	\$ 240
Revisions (Stockpile/Borrow Plans)	per Sheet, per Review	\$ 255

PRECISE GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Commercial, Industrial, Multi-Family, and Tract Model	per Sheet	\$ 1,725
Custom Home	per Sheet	\$ 1,660
Tract Phase	per Sheet	\$ 1,940
4th and Subsequent Reviews (Precise Grading Plans)	per Sheet, per Review	\$ 510
Revisions (Precise Grading Plans) Including As-Builts	per Sheet, per Review	\$ 340

For As-Builts with no changes, a one sheet fee is required

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN

Adopted City Land Development Division Fee Schedule*

*Adopted 07/05/16 & Effective 11/30/16

Land Development

STUDIES

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Drainage (Hydrology/Hydraulics)

Base Fee Plus

per acre

4th and Subsequent Review, per Review

Unit

Adopted
Fee

\$	3,154
\$	39
\$	1,104

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment G: Sample Template of Agreement for Project Related Services

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. _____

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the 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 PROJECT
RELATED SERVICES
PROJECT NO.**

DESCRIPTION OF PROJECT

1. The Project is described as _____.

Project No. _____.

SCOPE OF SERVICES

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

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

PAYMENT TERMS

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

TIME FOR PERFORMANCE

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

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

Or

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through _____, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

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

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

SPECIAL PROVISIONS

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

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

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

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

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

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

This section shall survive termination or expiration of this Agreement.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

15. Insurance.

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

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

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

shall such payment impair or prejudice any remedy available to City with respect to the breach.

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

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

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

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant,

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

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

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

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

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

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

28. Supplementary General Provisions. (For projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by 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.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

- a) 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.
- b) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- c) 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.)
- d) 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.)
- e) 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).
- f) 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).
- g) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) 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.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

- i) 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.
- j) 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.
- k) 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.
- l) 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.)
- m) 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 FOLLOWS

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

City of Moreno Valley

Insert Contractor/Consultant Name

BY: _____
Chief Financial Officer
/City Manager/Mayor
(Select only one please)

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

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 C

EXHIBIT D

TERMS OF PAYMENT

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

because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT 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.

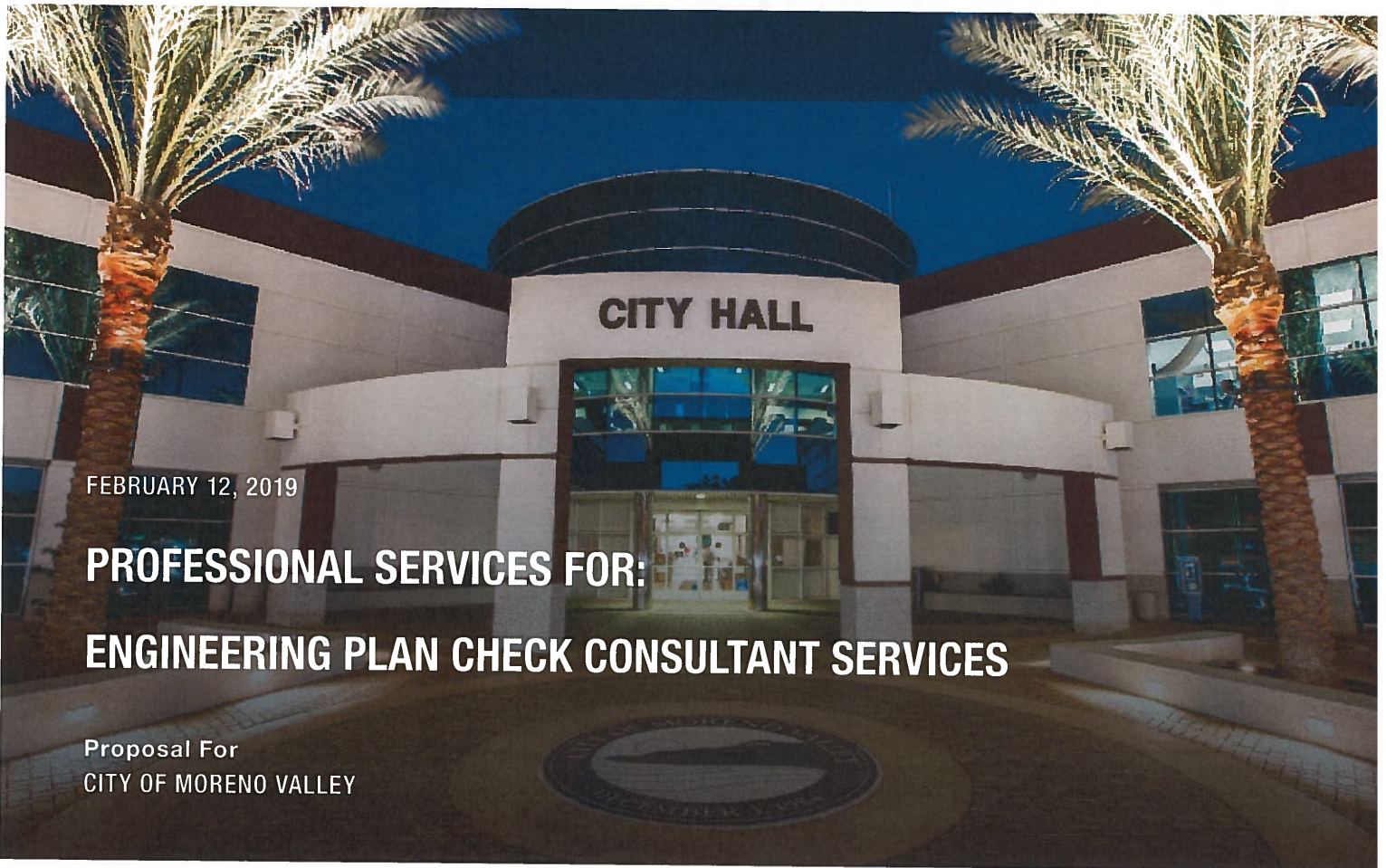
Acceptability of Insurers

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.

SUBMITTED BY
HRG
HRGreen®
PACIFIC



FEBRUARY 12, 2019

PROFESSIONAL SERVICES FOR: ENGINEERING PLAN CHECK CONSULTANT SERVICES

Proposal For
CITY OF MORENO VALLEY

Tina York, PE

1260 Corona Pointe Court, Suite 305
Corona, CA 92879
Direct 855.900.4742
tyork@hrgreen.com

EXHIBIT B

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



▶ 1260 Corona Pointe Court | Suite 305 | Corona, CA 92879
Main 855.900.4742 + Fax 855.641.5877

▶ HRGREEN.COM

P A C I F I C
February 12th, 2019

City of Moreno Valley
Purchasing
14177 Frederick Street
Moreno Valley, CA 92553

Subject: #2018-037 Professional Services for Engineering Plan Check Consultant Services

Dear Selection Committee Members,

As your current Plan Check Service provider, **HR Green Pacific, Inc.** brings an efficient, knowledgeable team with a deep understanding of Moreno Valley's standards and values that will allow us to "hit the ground running" as soon as an agreement is reached.

Required Statements:

- a) Company: HR Green Pacific, Inc. | 1260 Corona Pointe Court | Suite 305 | Corona, CA 92879 | P 855.900.4742 | F 855.641.5877 | tyork@hrgreen.com | hrgreen.com
- b) Prior Names: HR Green California, Inc.
- c) Organizational Structure: Corporation
- d) Names/Titles of Principal Owners: HR Green is an employee-owned firm with 100+ shareholders. Key owners include Jason Poppen | CEO; Rick White, PE – President | Governmental Services; George A. Wentz, PE | Principal-in-Charge | Vice-President
- e) Person Authorized to make commitments for HR Green Pacific, Inc. : George A. Wentz, PE
- f) Company History: Founded in 1913, HR Green ranks among ENR's Top 500 Design Firms and Top 100 Construction Management Firms in the United States. The firm is a corporation with 425+ employees and 15 offices throughout the United States. Our California corporation (HR Green Pacific, Inc.) is headquartered in Corona.
- g) We have 70+ staff assigned in Southern California, many of whom have public works, engineering, building safety, and construction expertise. Our key staff members manage municipal departments and programs, including public works, engineering, building safety, plan review/land development processing.

Exceptions:

Agreement for Project Related Services

P. 6, 15.c The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.
P.9, 19.c and/or (iii) recover all direct or indirect, consequential, economic and incidental damages for the breach of the Agreement

Exhibit E Insurance Requirements

Deductibles and Self-Insured Retentions: 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.

Sincerely,


George A. Wentz, PE
Principal-in-Charge | Vice President


Tina York, PE
Project Manager

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

2. Supplemental Company Information

ELECTRONIC PLAN REVIEW

As an alternative to review of hardcopy media, our team can review electronic media should it be the desire of your agency to accept submittals electronically. Our staff members have been leaders in the field of digital plan review and workflow management. Consequently, we have the experience and know-how to efficiently manage and review electronic documents. With electronic submittal of all plan documents, we are able to track and communicate all plan review comments and approvals through a project web site. Plan submittals are accepted and comments generated in PDF format.

HR Green utilizes proactive, hands-on management; face-to-face meetings; and proven electronic review systems and tracking tools to streamline service delivery, enhance communication, and promote transparency. For example, we use digital commenting, where reviews and comments are accessible in real time electronically to all stakeholders as well as detailed tracking systems to give you immediate access to project status. These tools maximize collaboration, enhance expedited requests, save money and time, reduce waste and storage space, build consensus, and promote project transparency. Our Project Manager, Tina York, PE, has been at the forefront of implementing an electronic review process for 30+ public agencies at the municipal, regional, and federal level. She works closely with the County of Riverside and has working knowledge of all county manuals and commonly used software. Our team is proficient using various software applications in conjunction with Accela; e-PlanSoft, TRAKiT, SmartGov, NewFormaBluebeam Revu, Adobe.

FIBER | BROADBAND | “SMART CITY” CONSULTING

HR Green maintains a national footprint in the provision of turnkey fiber and broadband consulting, from visioning, strategic planning, and policy development, to networking engineering, construction oversight, smart city implementation, and asset management. Nationally, our staff has served utility agencies, cities, counties, special districts, and DOTs from a fiber and broadband perspective. Some of our current / recent related experience includes:

- Program management to a large metropolitan city for citywide fiber master planning
- Network engineering under an accelerated schedule for a citywide fiber network (650,000 population)
- Coordinating regional fiber expansion with multiple agencies along a state highway
- Staff augmentation to help with public policy, repurposing of existing utility assets, field assessment, master planning, design

Many agencies own significant assets which have recently become vastly under-utilized and under-valued, thanks to technological advancements. Statewide, there are thousands of utility-related assets (e.g. underground conduits, streetlights, and fiber optic cables) that can easily be upgraded to serve a wide variety of new purposes that were unforeseen until recent years. It is now possible to not only provide all the telecommunication needs of the public agency, as well as broadband Internet services to the community, while providing a significant economic development advantage to the public agencies choosing to exploit these exciting new opportunities.

SMALL CELL | 5G CONSULTING

The new September 26, 2018 FCC Small Cell Preemption Order is meant to accelerate small cell and 5G deployment nationally. However, the Order will shorten the time agencies must process applications for small cells, limit permit and recurring fees for small cell deployments, prohibit agencies from assessing fees that include anything other than a “reasonable approximation” of “reasonable costs”, and limit aesthetic review and requirements of facilities. However, as we are initiating for Moreno Valley, HR Green can help the City maintain a significant amount of authority and flexibility by still negotiating win-win outcomes that benefit carriers while addressing key community concerns, such as aesthetics, availability of high-speed telecommunications, and public safety. This includes, but is not limited to public policy development, design standards development, plan review, permit processing, colocation agreements, and construction inspection. Currently, HR Green’s Mike Myers, PE, has been mobilized to assist Moreno Valley in facilitating your small cell application reviews.

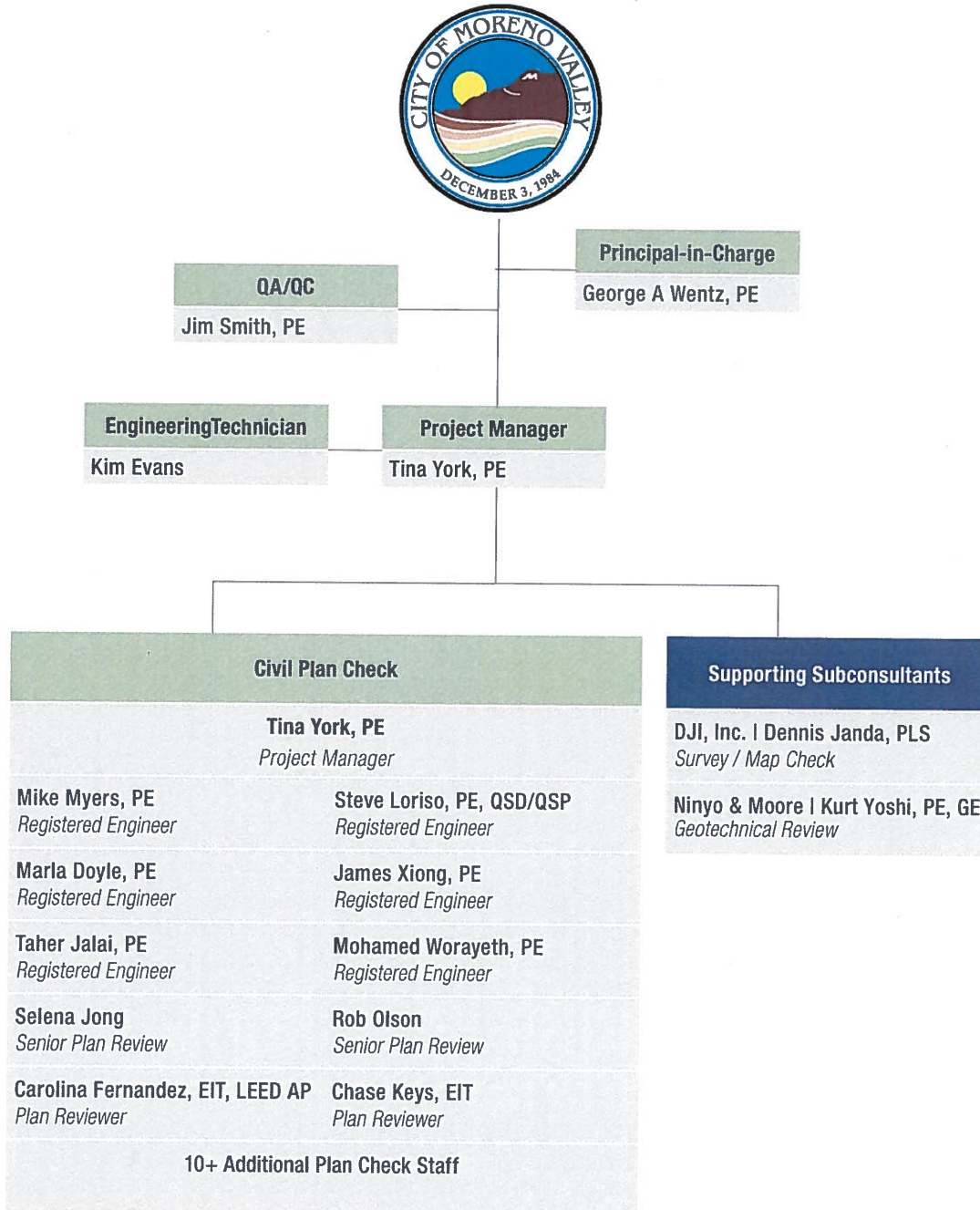
Simulation showing potential results to aesthetics of small cell deployment



Section 3: Professional Team Assignments

We are extremely proud to be able to offer to the City of Moreno Valley the services of several highly specialized HR Green staff members, who bring a level of knowledge that is unique to our industry.

As your current Plan Check service provider, we understand your goals and values. Leading our team will be Jim Smith, PE and Tina York, PE. Both leaders will be available to the city throughout the duration of the contract. All of our team members are familiar with Moreno Valley's design standards, policies, and procedures and, after years of service, are eager to continue to provide the city with the fast, friendly service you have come to expect from HR Green.



Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



Annual On-Call Professional Services

City of Moreno Valley

TINA YORK, PE

PROJECT MANAGER

EXPERIENCE

25+ Years

EDUCATION

B.S., Civil Engineering

REGISTRATION / LICENSE

Registered Civil Engineer, CA #46367

- ▷ Plan Check Manager, City of Moreno Valley (10+ years)
- ▷ On-Call Plan Review, 30+ Public Agencies
- ▷ Customization of Plan Review Processes
- ▷ Development and Update of Plan Review Checklists
- ▷ Electronic Plan Review / Web-Based Tracking

Tina has 25+ years of development plan review management experience for 30+ agencies. Over the past 15+ years she has been at the forefront of electronic plan review services to federal, state, regional, and local agencies. Tina has customized plan review reports and tracking logs, checklists, and budgetary worksheets for tracking inspection costs. She has also managed a web-based plan check tracking system to give agency staff 24/7 project status and implemented electronic plan checking to enhance communication, reduce review times, and save money.

Tina currently manages our existing development plan check contract with cities throughout Riverside County. Moreover, Tina has managed the plan review under expedited schedules for some of the region's largest development projects with some of the nation's largest developers.

Engineering Plan Review, Moreno Valley, CA. Project Manager for review of grading plans, improvement plans, sewer and water studies, hydrology/hydraulic studies, bond estimates, and/or WQMPs on an as-needed basis. Plans ranged from minor to major residential subdivisions and commercial/industrial sites. Tracked projects from first submittal to agency acceptance via web-based system and uses electronic plan reviewing.

On-Site Development Services Management, City of Jurupa Valley, CA. Consultant Development Services Manager, overseeing full range of development services for the recently incorporated City, a diverse community of about 45 square miles and population of 100,000+ citizens. Coordinates all plan and map check intake, established and updates plan review tracking logs, customized submittal checklists, oversees encroachment permitting, established fee schedule, handles entitlement services and plan review, writes Conditions of Approval. Has achieved 99% turnaround review schedule success of 1,500+ plan sheets annually.

Engineering Plan Review, City of Lake Elsinore, CA. Principal-in-Charge for review of grading plans, improvement plans, sewer and water studies, hydrology/hydraulic studies, and bond estimates on an as-needed basis. Plans ranged from minor to major residential subdivisions and commercial/industrial sites. Tracked projects from first submittal to agency acceptance via web-based system and uses electronic plan reviewing.

Plan Review Services, City of Murrieta, CA. Plan Reviewer responsible for the review of grading plans, improvement plans, and hydrology and hydraulic studies on an as-needed basis. Projects plan checked included subdivisions, commercial, and retail centers.

On-Call Engineering Plan Review, Cities of Palos Verdes Estates, Azusa, Ontario, Pomona, Lancaster, Riverside, San Bernardino, Menifee, Murrieta, Lake Elsinore, La Quinta, Cathedral City, Indio, Victorville, Hesperia, San Marcos, Carlsbad, and Escondido; Counties of Riverside, San Diego, and Imperial, CA. Project Engineer/Manager responsible for overseeing the development review and processing of provide land development projects.

JIM SMITH, PE

QA/QC MANAGER

EXPERIENCE

30+ Years

EDUCATION

B.S., Civil Engineering

REGISTRATION / LICENSE

Registered Civil Engineer, CA #42977

- ▷ Client Service Manager for Diverse Consultant Services, City of Moreno Valley
- ▷ 30 Years Municipal Management and Project Management Experience
- ▷ Public Works Director/City Engineer, 10+ Southern California Cities
- ▷ Plan/Map Check for Nearly 15 Cities

For nearly 30 years Jim has served as Public Works Director/City Engineer for nearly 10 Southern California cities. He has established design and construction standards for capital projects, reducing overall public construction costs 20%; analyzed and implemented municipal information management systems; guided the preparation of grant applications for capital projects, realizing subsequent revenues in excess of \$3 million per year from external sources; administered multi-year Capital Improvement Programs, completing municipal improvements for large projects totaling in excess of \$800 million; planned and organized special ballot elections, generating annual revenues for parks, landscaping, police services, street lighting, and other infrastructure; and negotiated engineering and real property contracts for agencies.

Municipal Management / Engineering, City of Moreno Valley, CA. Deputy City Engineer/Deputy Public Works Director/Capital Projects Manager responsible for managing all facets of \$95 million, 5-year CIP program. Formed and administered special districts. Hired and managed various consultants to successfully deliver the CIP program.

Contract City Engineer/Public Works Director, City of Jurupa Valley, CA. City Engineer/Public Works Director responsible for CIP project administration; the overview and approval for transportation, land development, and maintenance activities; grant preparation and administration; interfacing with state, federal, and County agencies for project approvals, entitlements, and cooperative agreements; and special district formation and administration (e.g., CFDs, LLMDs, etc.).

Contract City Engineer, City of Lake Elsinore, CA. City Engineer responsible for CIP project administration, permit counter support, and multi-agency and stakeholder coordination. Oversaw the prioritization, programming, and delivery of a \$100+ million CIP program from planning, through design and construction. Also, oversaw the preparation of grant applications and staff reports to City Council, as well as land development/development review, permit processing, and utility coordination.

City Engineer/Public Works Director, City of Indio, CA. City Engineer/Public Works Director responsible for CIP project administration, permit counter support, and multi-agency and stakeholder coordination. Was at City for five years during period of \$3 billion economic growth and doubling of population. Coordinated preparation of \$500 million Development Impact Fee, oversaw construction of community buildings (e.g., city hall, teen center, community center). Increased water tank storage from 6 to 70 million gallons. Oversaw \$5.6 million citywide street rehabilitation and improvements to Highway 111, involving drainage facilities, roadway widening, and congestion relief elements that required extensive coordination with CVAG, Caltrans and Bureau of Reclamation. Secured \$10 million in grant funding through RCTC, ISTEPA, and CVAG sources/programs. Also, oversaw the design and construction of the I-10/Jefferson Street Interchange.

Public Works Director, City of San Bernardino, CA. Interim Public Works Director responsible for CIP project administration and multi-agency and stakeholder coordination. A primary focus was to identify cost-saving opportunities. Saved \$2 million/year by diverting the hauling of waste to regional landfills. This was accomplished by establishing agreements with waste management companies to haul waste to local material re-use facilities. Money was saved by shorter haul trips, recycling of some material, and avoidance of landfill fees.

Mike Myers, PE**Registered Engineer**

EXPERIENCE

30+ Years

EDUCATION

B.S., Civil Engineering

REGISTRATION

Registered Civil Engineer, CA #30702

Mike has 30+ years of public sector engineering experience, including plan/map review for 15+ cities, including the City of Moreno Valley, where he has served for 5+ years. As Deputy City Engineer and Land Development Engineer for the City of Jurupa Valley, Mike has attended Planning Commission meetings and served as the primary City representative to facilitate the processing, approval, and construction of land development projects.. He also has been involved in the land development design and processing of projects throughout Southern California, such as the 685-acre Aqua Bella age-restricted community and the 1,200-acre Rancho Belago Specific Plan master planned community.

Steve Loriso, PE, QSD/QSP**Registered Engineer**

EXPERIENCE

20+ Years

EDUCATION

B.S., Civil Engineering

REGISTRATION / CERTIFICATION

Registered Civil Engineer, CA #64701

Qualified SWPPP Developer/Practitioner (QSD/QSP), CA #00503

Steve has nearly 20 years of design, CIP program management, design management, plan review, NPDES/water quality compliance, and construction management experience of municipal public improvement projects. Types of projects include roads, drainage, water, sewer, traffic, grading, and parking lots. He has served 20+ cities, including Jurupa Valley, Pomona, Corona, Norco, Monrovia, Walnut, San Gabriel, Claremont, Chino, and Indio. Steve has managed the implementation of the Municipal Separate Storm Sewer System (MS4) Permit for various municipalities; performed review of compliance documents for private and public developments, and acted as the owner's representative and liaison between design teams and general contractors on facility and infrastructure construction projects.

Marla Doyle, PE**Registered Engineer**

EXPERIENCE

30+ Years

EDUCATION

M.S., Transportation Engineering

B.S., Civil Engineering

REGISTRATION

Registered Civil Engineer, CA #35086

Marla has more than 30 years of public works administration, city engineering, civil engineering, infrastructure design, water quality, grant funding administration, and construction management experience throughout California. For HR Green she has reviewed plans for the City of Moreno Valley where she worked closely with Jim Smith, our QA/QC Manager. Her expertise involves plan review; land development; defining, programming, and managing municipal CIP projects; water quality; pavement and asset management; design; and construction management. This experience includes road, bridge, water, open space, trail, grade separation, water quality, drainage, building, traffic, coastal, and utility projects. She has also been involved with development processing of projects in Pomona and Oceanside.

James Xiong, PE**Registered Engineer**

EXPERIENCE

30+ Years

EDUCATION

M.S., Transportation Engineering

B.S., Civil Engineering

REGISTRATION / TRAINING

Registered Civil Engineer, CA #67998
IECA-Trained

James brings 20 years of project management, design, plan review, hydrology, hydraulics, water quality, transportation engineering, office engineering, and construction management experience related to public works, infrastructure, drainage, rail facilities, bridge, highway, and utilities projects. He has handled plan review for 10+ agencies (e.g., Counties of Orange, San Diego, and Imperial, Cities of Lake Elsinore, Jurupa Valley, Murrieta, Carlsbad, Escondido, Indio, Hesperia, and San Bernardino; and Otay Water District). Also, for nearly two years he served on-site as a Project Engineer at San Diego Association of Governments (SANDAG) offices responsible for designing and managing infrastructure and other capital projects.

Taher Jalai, PE

Registered Engineer

EXPERIENCE

32+ Years

EDUCATION

M.S., Civil Engineering

B.S., Civil Engineering

REGISTRATION

Registered Civil Engineer, CA #47437

Taher has 32 years of experience, during which he managed and oversaw numerous traffic engineering and transportation planning projects. As Traffic Engineering Manager and Principal Traffic Engineer with City of Anaheim, he had managed design of numerous traffic engineering projects; led staff members; and managed the City's day-to-day traffic operations and programs. For the Orange County Transportation Authority he reviewed and provided written comments on the Project Study Report prepared for the Anaheim Canyon Rail Station expansion project. As the Traffic Engineer for the City of Jurupa Valley, Taher manages the daily traffic engineering and transportation planning operations, including traffic reviews for both private land development and CIP projects.

Mohamed Worayeth, PE

Registered Engineer

EXPERIENCE

30+ Years

EDUCATION

M.S., Water Resources, Hydraulics

B.S., Civil Engineering

REGISTRATION

Registered Professional Engineer, CO #23019

Mohamed is an engineering professional with more than 30 years of planning, design, review and construction management experience. He has provided review services of engineering plans and documents for land development, stormwater, water supply networks, storm drainage collection systems, and sanitary sewer gravity systems. He has provided civil and/or water quality reviews for the Cities of Banning, Jurupa Valley, Riverside, Victorville, Ontario, Hayward, and the Counties of Riverside and Imperial. He has also served as a NPDES Program Manager for Riverside County Transportation Department, responsible for the review of all SWPPPs and WQMPs prepared by other consultants. He has also prepared SWPPPs and WQMPs for roadway projects and overseen NPDES field inspection monitoring associated with operations and maintenance of access roads for a major, regional utility.

Selena Jong

Senior Plan Reviewer

EXPERIENCE

10+ Years

EDUCATION

B.S., Civil Engineering

Selena has 10+ years of land development and plan check experience throughout Southern California. She has provided on-call plan review to nearly 10 Southern California public agencies. Selena is proficient with electronic plan check/digital commenting. She has served as a Civil Plan Checker of precise grading, rough grading, drainage, recycled water, potable water, and sewer/wastewater distribution systems (e.g., booster pump stations, sewer lift stations, PRV stations, and water storage tanks), and street improvement plans for the Cities of Moreno Valley, Jurupa Valley, and Palos Verdes Estates, as well as the County of Orange, Western Municipal Water District.

Robert Olson

Senior Plan Reviewer

EXPERIENCE

20+ Years

EDUCATION

M.S., Transportation Engineering

B.S., Transportation Economics

Rob has over 20 years of experience in transportation planning and traffic engineering, involving traffic plan check, city-wide and area-wide transportation master plans, corridor planning studies, corridor accessibility and streetscape plans, traffic impact analyses for numerous development projects, bicycle and pedestrian master plans, neighborhood traffic management plans, parking plans for communities and private developments, and master plans for major event centers and developments. Rob has reviewed traffic plans for Moreno Valley, La Quinta, Lake Elsinore, and Jurupa Valley. He has also been involved in the preparation of traffic and transportation plans, studies, as well as Complete Streets design projects for numerous Southern California cities.

Carolina Fernandez,EIT, LEED AP

Plan Reviewer

EXPERIENCE

5+ Years

EDUCATION

B.S., Civil Engineering

CERTIFICATION

LEED Green Associate

Carolina brings diverse plan review, development coordination, engineering, sustainability, grant application, labor compliance, and building and safety support services to public agencies. She is proficient in both AutoCAD and MicroStation, and has provided civil plan review for the City of Moreno Valley and the Cities of Jurupa Valley, Pomona, Lake Elsinore, and Palos Verdes Estates. Recently, she served as an Office Engineer for the Cities of Palos Verdes Estates, Lake Elsinore, and Jurupa Valley. In this role, she is responsible for project design drafting for street improvements, plan review, field construction coordination, counter support, consultant and multi-agency coordination, permit coordination, and planning/entitlement processing support. Carolina is bi-lingual (Spanish / English).

Chase Keys, EIT

Plan Reviewer

EXPERIENCE

5+ Years

EDUCATION

B.S., Civil Engineering

Chase has well-round experience preparing plans and specifications, processing permits, responding to public inquiries and utility concerns, reviewing various utility plans, and has utilized permitting and database software to track public works and development activity through a GIS interface. His experience includes a multi-faceted involvement with Engineering, Public Works, and Building and Safety Departments as well as NPDES compliance operations. Moreover, he has assisted in both the office and field on construction projects, and processed paperwork through Caltrans, RCFC&WCD, and RCTC. He has served as an Assistant Engineer on-site for the City of Jurupa Valley and has also assisted the Cities of Lake Elsinore, Azusa, Beaumont, and Palos Verdes Estates with design, plan review, and construction management assignments.

Supporting Subconsultants

Dennis Janda, Inc. - Survey / Map Check

Dennis Janda, Inc. (DJI) specializes in public sector map check, survey and mapping consulting to municipalities and/or water districts. The firm has done extensive mapping and field survey work throughout Southern California. HR Green has worked with DJI for more than five years, providing map check services to the Cities of Moreno Valley, Pomona, Lomita, Azusa, Corona, Lake Elsinore, Placentia, Jurupa Valley and the County of Orange.

Ninyo & Moore - Geotechnical Engineering / Materials Testing

Since 1986, Ninyo & Moore has provided geotechnical and environmental consulting, plan check, engineering geology, materials testing and inspection, hazardous waste management, and soil and groundwater remediation consulting services to public agencies throughout Southern California. With an Irvine office, the firm has served many local agencies countywide. Ninyo & Moore has provided geotechnical and environmental consulting, soils and materials testing services to Southern California cities on various on-call contracts for various capital improvement projects. They have also been involved in many capital improvement infrastructure projects for public agencies, including the cities of Moreno Valley, Riverside, Fontana, Rancho Cucamonga, Ontario as well as the counties of Orange, Los Angeles, and San Bernardino.

4. Proposal Costs

As requested, our Proposal costs have been submitted separately in a document labeled: "Section 4: Proposal Costs".

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



Section 5: Response Template

Attachment A: Required Response Template

HR Green Pacific, Inc.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.**
 HR Green Pacific, Inc.
 1260 Corona Pointe Court | Suite 305
 Corona, CA 92879
 P: 855.900.4742 + F: 855.641.5877
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.**
 HR Green California, Inc. started in 2011 and was our company name at the beginning of our business relationship with Moreno Valley. In order to better serve public agency clients, we restructured as HR Green Pacific, Inc.
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).**
 Corporation
- D. Names and titles of the principal owner(s).**
 Green Companies Inc. (GCI), parent company of HR Green Pacific, Inc., is a private, employee-owned company. Key owners include Jason Poppen | CEO; Rick White, PE President |Governmental Services; George Wentz, PE | Vice-President.
- E. Person(s) authorized to make commitments for your company.**
 George A. Wentz, PE | Vice President
- F. Company history, experience, years in business for current company name.**
 HR Green, Inc. was founded in 1913 and ranks among the *ENR's* Top 500 Design Firms and Top 100 Construction Management Firms in the United States. The firm is a corporation with 450+ employees and 15 offices throughout the United States. Our California corporate headquarters (HR Green Pacific, Inc.) is located in Corona and exclusively serves public agencies. We have more than 70 staff in Southern California, many of whom have design engineering, plan check, project/program management, and construction management expertise.
 Our firm exclusively serves public agencies and maintains multi-faceted on-call contracts with 40+ Southern California cities and counties, providing a wide range of civil engineering, project/program management, plan check, construction management/ inspection, water quality, and staff augmentation services. Our staff have requisite registration/certification and have worked as public employees and/ or in on-site staff augmentation roles.
 Our staff members have played a key role in the evolution and growth of local municipalities, including Moreno Valley and 10+ agencies in Riverside County. HR Green enjoys a longstanding reputation for community stewardship, public service, and technical excellence. We have been operating as "HR Green Pacific, Inc." for the past two years.

G. Annual company revenues for the last three fiscal years.

HR Green Pacific, Inc.	HR Green, Inc.
2016: \$8,914,284	\$56,906,633
2017: \$10,086,037	\$62,569,242
2018: \$11,676,520	\$70,245,422

H. Tax ID number: 82-1518456

I. The complete scope of services offered by your company.

Plan Check - Building and Civil Plan Check, Electronic Review/Digital Commenting, Paperless Processing/Tracking

Staff Augmentation Embedded Staff (FT/PT) – All Departments (Engineering, Public Works, Building & Safety, Code, Community Development, Construction)

Program / Project Management - Departmental Oversight, CIP, Organizational/Operational Audits, Solid Waste, Grant Writing/Administration **Building & Safety** - Building Administration, Plan Check, Inspection, Permit Processing, Code Enforcement

Broadband Consulting - Smart City, Fiber, Policy Development, ITS, Studies, Design/Engineering, Procurement, Construction Management

Engineering - Land Development Entitlement, Civil Plan Check, Master Planning, Civil Design, Pavement Evaluation, Traffic Engineering, Transportation Planning, Drainage Engineering, Stormwater Compliance (NPDES), Water Engineering

Construction Management - Construction Management, Inspection, Constructability Review

Environmental / Brownfields - Environmental Compliance (EAs, ESAs, SWPPPs, NPDES, NEPA), Due Diligence, Regulatory Compliance, Permitting

J. The number of clients (including governmental) served in past and present.

HR Green Pacific, Inc.

Current Engineering Plan Check Consulting Contracts = 22

Past Engineering Plan Check Consulting Contracts = 3

K. Special qualifications, training, credentials, recognition, or awards.

Our firm has more than 450 employees and 15 offices throughout the United States, including our headquarters in Corona, CA. We have more than 70 staff in California. These staff members have registrations or certifications as engineers, ICC, CASp, and QSD/QSP. Our engineers and certified staff have provided identical services as requested in this solicitation. Our senior managers have worked extensively on land development and CIP projects in and for the **City of Moreno Valley**. **Currently, we provide Civil Plan Check, WQMP Review, and Building and Safety services to the City.** Consequently, we are very familiar with your design standards, staff, processes, and procedures.

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



L. Contracts terminated for cause, pending litigation or legal issues.

HR Green Pacific, Inc. has not had any contracts terminated for cause, pending litigation, or legal issues.

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.

George A. Wentz, PE – Principal-in-Charge
 Jim Smith, PE – QA/QC Manager
 Tina York, PE – Project Manager/Responsible Engineer

B. Team to be assigned for these services.

George A. Wentz, PE – Principal-in-Charge
 Tina York, PE – Project Manager/Responsible Engineer
 Jim Smith, PE – QA/QC Manager
 Kim Evans – Engineering Technician
 Mike Myers, PE – Civil Plan Check
 Marla Doyle, PE – Civil Plan Check
 Steve Loriso, PE, QSD/QSP – Civil Plan Check
 James Xiong, PE – Civil Plan Check
 Mohamed Worayeth, PE – Civil Plan Check / Soils & Geotechnical Review Chase
 Keys, EIT – Civil Plan Check
 Carolina Fernandez, EIT, LEED AP – Civil Plan Check
 Selena Jong – Civil Plan Check
 Taher Jalai, PE – Traffic Control Plan Check
 Rob Olson – Traffic Control Plan Check
 Dennis Janda, PLS – Survey & Map Check
 Ninyo & Moore – Soils & Geotechnical

C. Qualifications of specific individuals who will work on the project.

Please refer to Section 3: Professional Team Assignments located on pages 2–7.

D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.

At HR Green, it is our goal to make every client feel like our only client. That is why we encourage our team members to specialize in specific tasks. For example, our review team members focus only on plan check services and nothing else. This allows them to devote maximum effort towards one particular task, freeing them up to dedicate more time and attention to each individual review without switching gears or changing hats. Tina York's level of effort is 100% devoted to project management. She will be available to the City of Moreno Valley whenever her attention is needed.

E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

Please refer to Section 3: Professional Team Assignments located on pages 2–7.

F. Current number of employees: full-time and part-time employees. 74

- G. **Annual turnover rate of staff.** 10%
- H. **Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.**

Dennis Janda, Inc. - Survey / Map Check

Dennis Janda, Inc. (DJI) specializes in public sector map check, survey and mapping consulting to municipalities and/or water districts. The firm has done extensive mapping and field survey work throughout Southern California. **HR Green** has worked with DJI for more than five years, providing map check services to the Cities of Moreno Valley, Menifee, Corona, Jurupa Valley, Lake Elsinore, Pomona, Placentia, Lomita, County of Orange.

Ninyo & Moore, Inc. – Soils / Geotechnical Review

A certified MBE, Ninyo & Moore, brings 30+ years of high-quality geotechnical, materials testing, and environmental consulting services to public agencies. The firm has three fully-equipped, certified geotechnical and construction materials laboratory facilities in southern California. As part of their laboratory accreditation, they have written quality control procedures for laboratory testing, which includes training and certification of both their laboratory personnel and testing equipment. Ninyo & Moore has maintained a 25+ year working relationship with HR Green staff and is currently under contract with the City of Moreno Valley.

- I. **Facilities that would be utilized to perform the required work.**

Our California corporation (**HR Green Pacific, Inc.**) is headquartered in Corona with additional California offices in Los Angeles and Orange Counties.

- J. **Equipment that would be utilized to perform the required work.**

Our team is proficient using various electronic plan check software applications, including Accela, e-PlanSoft, , TRAKIT, SmartGov, NewForma. Bluebeam Revu, and Adobe.

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. **Ability to perform specific tasks as outlined in the RFP.**

HR Green Pacific, Inc. and our subconsultants specialize in review services. Currently, we serve 22 public agencies with one or more contracts each similar to the specific tasks outlined in this RFP. Our staff members deliver high quality reviews, meeting or beating turn-around requirements including expedited reviews. Due to the thoroughness of first reviews, plans are generally approved at third submittal.

- B. **Reasonableness of your fee to do the work.**

Our GreenTReX process ensures the right staff is performing each task. By employing high quality engineers and review staff, the time required to perform reviews is minimized. This ensures projects stay on budget.

C. Current resources to meet or better all task and timeline requirements herein.

The proposed team of HR Green Pacific reviewers are experienced in meeting our client's needs. We have a multitude of resources to draw upon throughout the company should workload dictate the need. HR Green Pacific consistently meets or beats requested turn-around timelines.

D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

As mentioned in item C, HR Green Pacific has over 450 staff companywide with a variety of qualifications and experience. Our commitment to you is the availability of all staff to meet your needs.

E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

Our coordination within our team is seamless. In most cases, we can provide staff within a day or two. As an example, on our current contract, we provided the City Rob Olson for traffic control review within less than a week and Mike Myers for entitlement reviews within a day.

F. How quickly can you begin providing services if awarded the contract? Since HR Green Pacific is a current provider of these services, we can seamlessly continue providing the services.

G. Details of any improvement or upgrades your firm has designed or implemented.

At HR Green Pacific, we have developed the GreenTREx review process. This process is designed to streamline intake through deliverables and ensure the appropriate staff is providing tasks. This keeps projects on budget and the number of resubmittals minimized. We also provide electronic reviews and offer a secure file transfer/tracking program and will soon be implementing a more streamlined system. Our customized process manuals, tracking logs, checklists, and comment matrices keep everyone on the same page.

IV. Demonstrated and Technical Experience

Please describe your company's:

A. Demonstrated record of success on work previously performed.

City of Moreno Valley

HR Green Pacific has had our current contract with the City for Engineering Plan Check services since 2014. During that time we have reviewed grading plans (rough and precise), drainage reports, erosion control, water and sewer improvements, street improvements, signing and striping plans, storm drain improvements, parcel maps, and final maps. We successfully met and often beat the required turn-around times about 95% of the time. We have also provided on-site staff (Rob Olson) to alleviate the City's traffic control backlog. Recently, Mike Myers started to provide on-site assistance with entitlement reviews.

City of Jurupa Valley

Since City incorporation in 2011 HR Green has managed turnkey land development engineering, plan review, and inspection (building and civil). From a civil plan review perspective, we have reviewed grading plans (rough and precise), drainage reports, erosion control, water and sewer improvements, street improvements, signing and striping plans, storm drain improvements, parcel maps, and final maps, accounting for roughly 1,500+ plan sheets annually. Utilizing electronic plan check, we successfully meet and often beat the required turn-around times about 95% of the time. We have also facilitated the implementation of Accela in the City.

City of LaQuinta

HR Green is currently providing plan check services to the City. Plans have included grading of raw land parcels; land development plan check included grading of building sites, street improvement geometrics and pavement structural sections, hydrology and hydraulic calculations for proper drainage of local and collector streets and complete review of all infrastructure and serving utilities. Our staff also helped to redevelop City standards and checklists and to update bulletins and calculation documents.

B. Specific method and techniques to be employed on the project or problem.

Key elements of our program to produce error free work include implementation of our **GreenTREx** Program, quality control at each review phase by registered engineers, and utilization of various forms and checklists.

As part of our **GreenTREx** process our reviewers and experts perform conformity checks and conflict reviews, utilizing general mathematics and your design criteria relative to applicable documentation (conditions of approval, mitigation measures, etc.) during the plan review. Moreover, after plan review, our Project Manager or QA/QC Manager will do a quality review check and will participate in a plan review meeting with City staff after the first check to ensure all comments are clearly understood and accurate.

V. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

A. How you will schedule professional and staff to ensure milestones and deadlines are met?

HR Green is recognized by agencies and developers/engineers for proactively implementing best management practices, tools, and processes to monitor staff workloads and project information (assignments, submittal number, dates in, due dates, and dates out). in order to consistently meet or beat plan review turnaround schedules. Our goal is that assigned reviewers stay with a project to completion. Occasionally, a project may need to be reassigned due to vacation or other unforeseen occurrence. We have qualified staff that can step in and, because we utilize checklists and comment letters as well as comprehensive redlines, all reviewers are able to seamlessly pick up a resubmittal and meet all milestones and deadlines.

Our clients have also valued our protocols and systems to expeditiously eliminate existing plan check backlog prior to HR Green's engagement. These situations have occurred in multiple states, on high-profile developments as well as on

specific projects. In fact, recently the City of Moreno Valley requested HR Green's assistance to eliminate your traffic review backlog. We leveraged our existing plan check contract with the City and local staff proficient with these types of reviews by assigning Rob Olson, our Transportation Planner, at the City on a part-time basis to quickly get the City caught up with the backlog and continue addressing your ongoing needs in this area. From a plan check standpoint we utilize the following two tools to eliminate or avoid backlog:

- **Implement our GreenTREx Process.** HR Green's plan review services are not dependent upon one particular person, but rather built on a proven process we have effectively utilized for nearly 50 federal, state, regional, and municipal clients. To help assure that submittals from any applicant are properly handled and work hours are not lost, HR Green has a proven internal plan review coordination process, **GreenTRExSM**, to make certain that each plan received is properly processed and returned on time. The status of any plan can be easily determined at any point in time. HR Green's **GreenTREx** development review process/program allows us to efficiently complete plan tasks concurrently. This is a formalized and integrated process whereby **T**echnician data input and processing, **R**eview, and **E**xperienced professional staff manage quality control functions that are consistently implemented on each and every project. This allows multiple HR Green staff to assist at any phase of the processing, review, and approval phase.
- **Electronic Plan Check.** HR Green is at the industry-forefront of implementing an electronic review process for public agencies at the municipal, regional, and federal level. We use **digital commenting**, where reviews and comments are **accessible in real time electronically** to all stakeholders as well as detailed tracking systems to give you immediate access to project status. These tools maximize collaboration, enhance expedited requests, save money and time, reduce waste and storage space, build consensus, and promote project transparency. Electronic reviews allow for the accelerated delivery of reviews, can make up for any lost work-hours due to unforeseen situations, and meet mandated turnaround review schedules. For example, using our **GreenTREx** process combined with an electronic plan check platform, projects can be shared among HR Green staff familiar with City standards and practices to maintain project momentum. Our team is proficient using various electronic plan check software applications, including e-PlanSoft, Bluebeam Revu, Adobe, TRAKiT, SmartGov, and NewForma.

B. Provide required response time to the urgent service requests.

Tina York is your primary point of contact. She available by cell phone or email and will respond the same day. Should Tina be unavailable for any reason, the QA/QC Manager (Jim Smith) or Engineering Technician (Kim Evans) are ready to assist.

C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

Because HR Green is over 450 strong, we are flexible and adaptable to almost



any situation. If necessary, lost work hours can be made-up by providing additional resources to the project, ensuring your customer is not affected.

D. Provide any other relevant information that you believe would benefit City for the requested services.

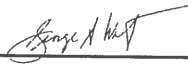
HR Green Pacific has been serving the City with Engineering Plan Check services for nearly 5 years. We are familiar with your needs and requirements. One area of service that HR Green Pacific can help serve the City is to become integrated into the City's Accela system. HR Green Pacific is familiar with Accela and can assist with entries (time, tracking, comments, etc.) as well as work within the system when the City is ready to incorporate electronic reviews within the program.

Submitted by:

Company Name: HR Green Pacific, Inc.

Contact Name: George A. Wentz, PE

Title: Vice President

Signature: 

Email: gwentz@hrgreen.com

Phone: 855.900.4742

Date: 2/12/19

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



6. Required Forms & Samples

Per your requirements, we have included the following:

1. Special Provisions Form
2. Client Reference List
3. Non-Collusion Affidavit

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



Attachment B: Special Provisions

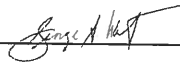
All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM: HR Green Pacific, Inc.
SIGNATURE: 
PRINT NAME: George A Wentz, PE
TITLE: Vice President

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- No exceptions taken
- Exception taken to the scope of work or specifications
- Exception taken to indemnification and insurance requirements
- Exception to proposed contract language
- Other

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Please explain any of the checked items:

HR Green Pacific, Inc. respectfully takes exception to the following items:

Agreement for Project Related Services

P. 6, 15.c The policy limits do not act as a limitation upon the amount of idemnification to be provided by Consultant.

P.9, 19.c and/or (iii) recover all direct or indirect, consequential, economic and incidental damages for the breach of the Agreement

Exhibit E Insurance Requirements

Deductibles and Self-Insured Retentions: 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.

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: HR Green Pacific, Inc. DATE: 2/12/19

BUSINESS ADDRESS: 1260 Corona Pointe Court, Suite 305 | Corona, CA 92879

SIGNATURE OF REPRESENTATIVE: 

BY: George A Wentz, PE TITLE: Vice President

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

Jason Poppen | CEO

Rick White, PE | President, Governmental Services

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment C: Client References
HR Green Pacific, Inc.

1. Client's Company Name:	City of Jurupa Valley
Client Address:	8930 Limonite Ave., Jurupa Valley, CA 92509
Contact's Name:	Gary Thompson
Contact's Title:	City Manager
Contact's Telephone & FAX:	Phone: 951.332.6464 Fax: 951.332.6995
Contact's Email:	gthompson@jurupavalley.org
Scope of Services/Products Provided:	<ul style="list-style-type: none"> ▪ Manage only California city to provide 100% of ▪ its municipal services through Alternative Service Delivery providers ▪ >60% of plan checks are handled over-the-counter ▪ Utilize electronic plan check / paperless processing ▪ Since 2011 City incorporation HR Green provides full departmental management and on-site staffing for Building & Safety, Public Works, and Engineering ▪ Full-service geotechnical review, drainage and grading review, and WQMP/SWPPP review ▪ Facilitate, entitle, review, approve, and inspect 2,000+ units of mixed-use land development, industrial, and commercial projects ▪ 99% success rate meeting civil plan check turnaround schedule (1,500+ plan sheets annually) ▪ Prepare the annual Local Implementation Plan to comply with the MS4 Permit and represent the City at Co-Permittee meetings ▪ Reduced costs 20-35% in permit processing and inspection fees to applicants due to shorter turnaround times and lower costs
Project Completion Date & Value:	Ongoing / \$36,928,800
2. Client's Company Name:	City of Pomona
Client Address:	505 S. Garey Avenue, Pomona, CA 91766
Contact's Name:	Ron Chan
Contact's Title:	Civil Engineer
Contact's Telephone & FAX:	909.620.2286
Contact's Email:	ronald_chan@ci.pomona.ca.us

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Scope of Services/Products Provided:	<ul style="list-style-type: none"> ▪ Current on-call civil engineering plan check and WQMP review for development projects ▪ Consistently meet plan check schedule ▪ Civil plan review for multiple at-grade crossings associated with Hamilton Avenue and existing railroad corridor as well as technical review of Gold Line LRT, Phase 2 ▪ Civil engineering design and construction management of citywide pavement rehabilitation projects
Project Completion Date & Value:	Ongoing / \$568,067
3. Client's Company Name:	City of La Quinta
Client Address:	78-495 Calle Tampico, La Quinta, CA 92253
Contact's Name:	Bryan McKinney
Contact's Title:	City Engineer
Contact's Telephone & FAX:	Phone: 760.777.7045
Contact's Email:	bmckinney@la-quinta.org
Scope of Services/Products Provided:	<ul style="list-style-type: none"> ▪ HR Green and/or staff have provided development review and processing of citywide projects for over 10 years ▪ Plans have included grading of raw land parcels; land development plan check included grading of building sites, street improvement geometrics and pavement structural sections, hydrology and hydraulic calculations for proper drainage of local and collector streets and complete review of all infrastructure and serving utilities. ▪ Assisted in redevelopment of City standards and checklists and to updated bulletins and calculation documents
Project Completion Date & Value:	Ongoing / \$423,690
4. Client's Company Name:	County of Orange
Client Address:	300 North Flower Street, Santa Ana, CA 92702-4048
Contact's Name:	Bea Bea Jimenez
Contact's Title:	Division Manager
Contact's Telephone & FAX:	714.667.8852
Contact's Email:	beabea.jimenez@ocpw.ocgov.com
Scope of Services/Products Provided:	<ul style="list-style-type: none"> ▪ Building and civil plan review, permit counter support, and building/site inspection of various projects and backbone infrastructure associated with multiple planning areas of the Ranch Plan (Rancho Mission Viejo), 23,000-acre site with extensive dedicated and protected open space as well as building and civil plan review for residential development of 27 Mediterranean-inspired homes along the coastal bluffs of Newport Beach

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

	<ul style="list-style-type: none">▪ Building and civil plan review and building/site inspection of various projects and backbone infrastructure associated with other development projects.▪ Qualified consultant for road engineering, construction management, inspection, and CIP support
Project Completion Date & Value:	Ongoing/\$1,852,887

Duplicate this form as necessary to complete list.

Attachment D: 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)

George A Wentz, PE, 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)

HR Green Pacific, 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: George A Wentz, PE
(name of the person signing this form)

Title: Vice President
(title of the person signing this form)

Notary is required for this bid.

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

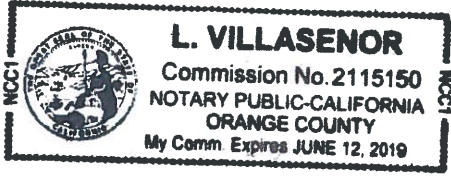
On February 11, 2019 before me, L. Villasenor, Notary Public
(insert name and title of the officer)

personally appeared George A. Wentz,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *L. Villasenor* (Seal)



Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Section 7: Work Samples

As your current Plan Check Service provider, we understand that transparency, accuracy, and on-time delivery are paramount to the success of our relationship with Moreno Valley. The following pages provide samples of work we are already doing for the City as well as a sample of an electronic redline from a near by city that represents our electronic plan check capabilities.



1st Submittal Comments
Brodiaea Business Center
Precise Grading Plans

PLAN CHECK COMMENTS	
Application No.	LGR17-0029, PA16-0075
Submittal Number	1 st Submittal
Submittal Date	May 4, 2017
Comments Date	May 19, 2017

Item #	COMMENTS	Satisfied	Not Satisfied	Applicant's Team Member Responsibility	Applicant Response	
		✓	✗			
1.	COMMENTS By: Tina York, PE HR Green/951-255-3478 James Xiong, PE HR Green					
	General Comments					
	1.1	Provide copy of PM32326, copy of approved Plot Plan PA16-0075.				
	1.2	Provide conditions of approval for PM32326 and Plot Plan PA16-0075. There might be additional or new comments after reviewing the COAs against the plans.				
	1.3	Provide a cost estimate.				
	1.4	In title block, "Recommended" change to: Michael Lloyd, Engineering Division Manager/Assistant City Engineer, RCE#69563 (all sheets)				
	1.5	Show City #LGR17-0029 in title block (all sheets)				
		Sheet 1 – Title sheet				
	1.6	Per title report, owner is Brodiaea Industrial Center, LLC. Please verify owner info.				
	1.7	Show the correct APN on index map				

Moreno Valley Weekly Log

HRG Project #	City Case Number	P-WQMP FWQMP	PROJECT TITLE	PROJECT ENGINEER	HRG NTE FEE	CURRENT SUBMITTAL NUMBER	DATE IN	TARGET DATE OUT	DATE OUT	STATUS	Previous billing	Current Billing
					FRANCHISOR							
B.0001	PA16-0075	PWQMP	Brodiaea Business Center	Albert A. Webb	\$750.00 BM/CM	1st	11/15/2016	12/1/2016	12/8/2016	APPROVED	\$ 225.00	\$ 750.00
B.0002	PA15-0031	PWQMP	Webster Senior Apartments	Pacific Geotek Inc Jirayus Pukkanasut, PE	\$750.00 BM/CM	5th	10/9/2018	10/23/2018	10/25/2018	APPROVED	\$ 225.00	\$1,425.00
B.0003	PEN17-0001	PWQMP	Nandina Industrial Center		\$750.00 BM/CM	5th	11/20/2017	12/6/2017	12/6/2017	APPROVED		\$1,500.00
B.0004	PEN17-0011	PWQMP	Moreno Valley Gateway Parking Lot		\$750.00 BM/MD	3rd	7/20/2017	8/3/2017	7/27/2017	APPROVED	\$ 375.00	
B.0005	PEN16-0130	PWQMP	Rancho Balago Phase 2		\$750.00 YP/MD	4th	1/17/2018	1/31/2018	1/31/2018	APPROVED	\$ 187.50	\$ 937.50
B.0006	PEN16-082	PWQMP	24380 Atwood Ave Custom Home		\$750.00 YP/MD/MW	3rd	1/30/2019	2/12/2019	2/5/2019	Corrections		\$ 937.50
B.0007	PEN17-0143	PWQMP	Brodiaea Business Park		\$750.00 MD	2nd	3/8/2018	3/22/2018	3/20/2018	APPROVED	\$ 375.00	\$ 750.00
B.0008	PEN17-0173	PWQMP	TTMAP 37424		\$750.00 MD	1st	11/30/2017	12/13/2017	12/12/2017	CORRECTIONS		\$ 375.00
B.0009	PEN18-0027	PWQMP	PAMA Business Park		\$750.00 MD	2nd	6/7/2018	6/21/2018	6/21/2018	APPROVED		\$ 750.00
B.0010	PEN17-0135	PWQMP	JFK Self Storage		\$750.00 MD	2nd	5/18/2018	6/11/2018	6/11/2018	APPROVED		\$ 750.00
B.0011	PEN18-0080	PWQMP	Bradshaw Circle		\$750.00 MW	3rd	10/4/2018	10/18/2018	10/23/2018	CORRECTIONS		\$ 975.00
B.0012	PEN18-107	PWQMP	Continental Village		\$750.00 MDMW	3rd	12/6/2018	12/20/108	12/14/2018	APPROVED		\$ 750.00
B.0013	PEN18-0086	PWQMP	Fir Garden Apartments		\$750.00 MW	1st	10/31/2018	11/21/2018	11/20/2018	CORRECTIONS		\$ 375.00
B.0014	PEN18-0175	PWQMP	Day St Apartments		\$750.00 MW	1st	11/27/2018	12/11/2018	12/4/2018	CORRECTIONS		\$ 431.25
B.0015	PEN18-0257	PWQMP	Alessandro & Grant Development		\$750.00 MW	1st	1/17/2019	1/31/2019	1/29/2019	CORRECTIONS		



Annual On-Call Professional Services

City of Moreno Valley



PACIFIC
TRANSPORTATION
+
WATER
+
GOVERNMENTAL SERVICES
+
LAND DEVELOPMENT
+
ENVIRONMENTAL
+
CONSTRUCTION

▷ HRGREEN.COM

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

HR Green Pacific, Inc.

Exhibit B: 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.

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
1	Principal-in-Charge	George Wentz, PE Vice President	\$230	*	*
2	Project Manager	Tina York, PE Group Leader	\$195	*	*
3	QA/QC Manager	Jim Smith, PE Group Leader	\$195	*	*
4	Registered Engineer	Marla Doyle, PE Mike Myers, PE Steve Loruso, PE James Xiong, PE Taher Jalal, PE Mohamed Worayath, PE	\$185	*	*
5	Senior Plan Reviewer	Selena Jong Rob Olson	\$160	*	*
6	Plan Reviewer	Carolina Fernandez, EIT, LEED AP Chase Keys, EIT	\$140		
7	Engineering Technician	Kim Evans	\$90	*	*

* We cannot provide total hours on an on-call contract in this scenario.

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment E 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. **City Fee Schedule:** See Attachment F for the current adopted City Fee Schedule. Plan check compensation is based on a percentage of the adopted City Land Development Division (LDD) fee charged to developers. Consultant will be paid 65% of adopted City LDD fee for all improvement plan checks (drainage studies; rough grading, precise grading, street and storm drain, sewer and water, traffic signal, signing and striping plans, etc.) and 75% of adopted City LDD fee for all final and parcel map plan checks. Additionally, the City does not currently have an expedited plan check review fee, but anticipates establishing one in the future. The expedited plan check review fee is expected to be at a higher rate than the standard plan check fee. If the expedited plan check review fee is adopted, Consultant agrees to be paid 65% of adopted City LDD fee for all expedited improvement plan checks and 75% of adopted City LDD fee for all final and parcel map plan checks. All plan check fees are not to exceed fees.
- C. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- D. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- E. **Proposal Pricing:** The awarded Provider’s Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

Attachment: Plan Check Consultant Agreement - HR Green (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

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 C

EXHIBIT D**TERMS OF PAYMENT**

1. The Consultant's compensation shall not exceed **\$500,000.00** over the entire term of the multi-year agreement. The Consultant's compensation shall equal 65% of the adopted City Land Development Division (LDD) fee for all improvement related plan checks and 75% of the adopted City LDD fee for final and parcel map plan checks in accordance with the City's adopted Schedule of Fees, Charges, and Rates as updated annually.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Land Development Division, Public

Works Department at zarat@moval.org. Calls should be directed to (951) 413-3139.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT 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 **Hunsaker & Associates, Inc.**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

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

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

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

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

DESCRIPTION OF PROJECT

1. The Project is described as Engineering Plan Check 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 **\$500,000.00**, over the entire term of the multi-year agreement, in accordance with the payment terms provided on 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

which such approvals have been denied.”

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 plan review schedule as stated in the Notice to Proceed.

8. This Agreement shall be effective from effective date and shall continue in full force and effect date through **June 30, 2020**, subject to any earlier termination in accordance with this Agreement, or extensions in one-year increments up to four (4) additional fiscal years as further provided for in the City’s Procurement Policy. 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

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.

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

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

(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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

(including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Engineering Division Manager/Assistant City Engineer, 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

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

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

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

22. A City representative shall be designated by the City and a Consultant 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. (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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

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

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

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.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

Hunsaker & Associates, Inc.

BY: _____
Thomas M. DeSantis, 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: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

City of Moreno Valley



Request for Proposal

2018-037

Professional Services for Engineering Plan Check Consultant Services

December 20, 2018

Question Deadline:

January 23, 2019, 4:00 pm, PST

Proposal Due Date:

February 12, 2019, 2:00 pm, PST

Submit proposal online at:

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

EXHIBIT A

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Table of Contents

Schedule 1

Proposal Procedures, Content, Format, and Criteria 1

Proposer Qualifications, Evaluation Criteria, and Award Process 4

Special Terms and Conditions 5

Exhibit A: Scope of Services 7

Exhibit B: Pricing 11

Attachment A: Required Response Template 12

Attachment B: Special Provisions 16

Attachment C: Client References 18

Attachment D: Non-Collusion Affidavit 19

Attachment E: Sample Invoice 199

Attachment F: Adopted City Land Development Division Fee Schedule 20

Attachment G: Sample Template of Agreement for Project Related Services 21

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Schedule

I. 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 5:00 pm unless stated otherwise.

DATE	EVENT
December 20, 2018	Request for Proposals (RFP) issue date
January 23, 2019 @ 4:00 pm	Question deadline
January 28, 2019	Final addendum issued (if necessary)
February 12, 2019	Proposal due date
March 11, 2019	Evaluation of proposals completed
March 18, 2019	Interviews, as necessary
April 2, 2019	Selection of Consultant & contract preparation
May 7, 2019	City Council Approves Agreement (estimated)
July 1, 2019	Start of Service

Note that City will entertain questions through the Q&A tab for the RFP at <https://www.planetbids.com/portal/portal.cfm?CompanyID=24660> no later January 23, 2019 at 4:00 pm PST.

Proposal Procedures, Content, Format, and Criteria

I. General

- A. **Proposal Format:** A proposer must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFP.
- C. **Right to Reject Proposals:** City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a Proposer is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified proposer or call for new proposals, whichever City deems most appropriate. See Attachment G for the Sample Template of Agreement for Project Related Services.
- E. **Incorporation of RFP/Proposal:** This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and Proposer.

- F. **Authorized Signatories:** Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. **Validity of Proposals:** Proposed services and related pricing contained in the proposal must be valid for a period of 180 days after the due date.

II. Proposal Content and Format

Include the following sections containing the information requested below in your proposal. To enable ease of evaluation, please follow the sequence shown and upload the required documents into the vendor portal in the appropriate sections.

A. Section 1: Executive Summary

1. Provide a cover letter of your company's information including:
 - a) Company's full legal name, address, phone, fax, email, website;
 - b) Prior company names (if any);
 - c) Organizational structure (corp., LLC, etc.);
 - d) Names and titles of the principal owner(s);
 - e) Person(s) authorized to make commitments for your company;
 - f) Company history, experience (brief), and years in business;
 - g) Current number of employees, key personnel;
2. Note any exceptions to any part of City's scope, specifications, terms or conditions in this letter and explain the reason.
3. Limit this section to a maximum of **one** page.

B. Section 2: Supplemental Company Information (Optional)

1. Provide any supplemental information not specifically requested by City that you would like City to consider in evaluating your proposal.
2. Ensure information is relevant to City's current or potential future needs.
3. Limit this section to a maximum of **one** page.

C. Section 3: Professional Team Assignments

1. Note any key personnel who are expected to remain in service until completion of the project.
2. Provide detail regarding the team to be assigned for these services.
3. Provide resumes of all team members.
4. Provide an organizational chart of all team members, titles, and a very brief description of their relevant responsibilities.
5. Limit this section to a maximum of **ten** pages plus resumes and org chart.

D. Section 4: Proposal Costs (Will not be viewed until after consultant ranking is made and top-ranked consultant is identified)

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

1. Submit all pricing on *Exhibit B using the form provided.
 2. Provide pricing for each of the required line items.
 3. Provide pricing for optional proposer recommendations.
 4. See payment terms in Exhibit B for additional details.
- * These forms are provided by City in the submittal forms section.

E. Section 5: Response Template

1. Complete City-provided Response Template with your answers to City's questions. Provide thorough responses with sufficient detail to enable City to evaluate your understanding of City's requirements, the suitability of your services and/or product(s) to meet City's requirements, the strength of your work plan, previous experience, and available resources.
2. Note these responses carry significant weight in City's evaluation of your proposal to provide and implement requested services.
3. Limit this section to a maximum of **ten** pages.

F. Section 6: Required Forms and Samples

1. Special Provisions Form*
2. Client Reference List*
3. Non-Collusion Affidavit*

* Note these forms are provided by City in the submittal forms section.

G. Section 7: Work Samples

1. Samples of work, queries, reports, and forms**
2. Sample of ongoing support and services agreements**

** Note that these documents will not be returned to proposer.

H. Inadequate Content

1. Note that a proposal is non-responsive if the proposal does not contain all proposal requirements, is not complete, is not received at the right location, and is not received by the proposal deadline, has exceptional or excessive exceptions. City may, at its sole discretion, waive minor non-material irregularities and informalities.
2. Do not submit extraneous marketing or promotional information.

I. Proposal Format

1. Electronic only: Searchable document
2. White paper, 8-½ x 11, page numbered
3. Typed, black print, approximately 11-12 point font
4. Free from excessive graphics or excessive photos

Proposer Qualifications, Evaluation Criteria, and Award Process

I. Proposer Qualifications

The intent of this RFP is to evaluate the proposals and ultimately select a Proposer that is determined to be the most qualified consultant to provide professional services for City.

The overall capabilities of consultant's organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top-level management, and ability of persons assigned to perform the work. Clearly state the relevant project experience of the personnel specifically proposed for the roles listed below. Specify possession of appropriate licenses and certificates.

II. Evaluation Criteria

A. Minimum qualifications, Competitive Range, and Award Consideration

The minimum qualifications, competitive range, and award consideration based upon the following criteria

1. City will review the Proposers Qualifications to determine if the Proposer meets or betters the minimum requirements as detailed above.
2. Only Proposers that meet or better the minimum requirements will have their Proposals reviewed for consideration.
3. Only the best-qualified Proposer will be considered for final negotiations of scope of services, contract, award recommendation, and fee/price.

B. Evaluation Criteria

Award of the Contract shall be made to the most qualified Proposer that best meets City's specifications and needs. Submitted proposals will be evaluated on the following criteria:

- (40 points) – Experience of Key Personnel Background on key personnel (including all subconsultants) qualifications, abilities, familiarity with State and federal procedures and regulations, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
- (20 points) – The Firm's General Experience and Qualification Information about the company (and all subconsultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.
- (10 points) – References
- (20 points) - Project Approach/Understanding Discussion of major issues identified on the project and how consultant team plans to address them; availability of key staff

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

and commitment during contract; the management approach and organization necessary to perform the services; and outline quality control measures.

- (10 points) - Completeness, thoroughness, and neatness of submittal

C. **Fee/Price Evaluation**

1. Proposed fee is not to be viewed until after consultant ranking is made and top-ranked consultant is identified.
2. Reasonableness of fee requested to do the work, as originally proposed.
3. Final negotiations.

III. **Award**

- A. After conclusion of the above Evaluations, as noted in the tentative schedule, interviews may be held, at the City's discretion. A Notification of Intent to Award may then be sent to the Proposer selected.
- B. Award is contingent upon the successful negotiation, at a fair and reasonable price, of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations for a fair and reasonable price cannot be concluded successfully, City may negotiate a contract with the next best qualified Proposer or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. City operates on a fiscal year basis, running July 1st through June 30th. The initial Contract shall be in effect on the date of executed signatures (but no earlier than July 1, 2019) through June 30, 2020. The agreement may be renewed at the expiration of its term, by agreement of both parties, in one-year increments, up to four additional terms, at the end of each subsequent fiscal year. Renewal of the Agreement shall be accomplished through an amendment to agreement signed by both parties.
- D. Rates may be negotiated for each mutually exercised optional renewal period.

Special Terms and Conditions

I. **Audit Requirements**

- A. City reserves the right to periodically inspect and audit Provider's accounting procedures and supporting documentation in conjunction with the performance of the required services.
- B. City will notify Provider in writing of any such requested audit.
- C. City will inspect and audit in a reasonable manner and at City's expense.
- D. Provider must fully cooperate with any such audit(s).
- E. City will notify Provider in writing of any exception taken as a result of an audit.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

- F. If an audit, in accordance with this article, discloses overcharges (of any nature) by Provider to City of the value of that portion of the Agreement that was audited, the actual cost of City's audit must be reimbursed to City by the Provider.

II. Termination

- A. If, in the opinion of City, Provider fails to perform or provide prompt, efficient service, City must have the right to terminate or cancel the Agreement upon 5-day's written notice, and pay Provider for the value of the actual work satisfactorily performed to the date of termination.
- B. City shall have the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Provider for the value of actual work satisfactorily performed to the date of termination.
- C. These rights are in addition to any other rights that City may have available.

Continued on Next Page

Exhibit A: Scope of Services

I. General

Consultant engineering plan check services will be on an "as needed" basis. There will be no guarantee of work. Consultant will review and/or perform duties related to the following:

II. Specific

Consultant will be required to adhere to all federal, state, and local requirements. In general, the engineering plan check consultant services to be furnished for this project will include, but not be limited to, the review of final maps, parcel maps, grading plans, erosion control plans, public infrastructure improvement plans, traffic control plans, easement and right of way documents, construction cost estimates, soils/geotechnical reports, and hydrologic/hydraulic studies prepared by engineering firms for private development projects in conformance with the approved project conditions of approval. Consultant shall review the construction cost estimate in City's format to be utilized for bonding purposes, and in most cases, establishment of plan check fees. Additionally, Consultant may be required to arrange and attend a meeting with City staff upon completion of the first plan check submittal. City does not currently utilize an electronic plan check process; however, it is under consideration. Consultant shall demonstrate the ability to perform electronic plan check, if necessary.

Consultant shall adhere to a fourteen calendar day (two week) turn-around time for first and second plan check reviews; and more specifically described below.

A) Research of Record Information

With the first plan check submittal, Consultant shall research available City engineering records such as final maps, parcel maps, survey ties, bench marks, improvement plans, grading plans, tentative maps, conditions of approval, etc. that City knowingly has in its possession. City will make available City records on regularly scheduled workdays. City copy machines will be made available to Consultant to reproduce any plans or other documents as necessary for Consultant's use in performing the plan check. City will provide project conditions of approval with the first plan check.

B) Format Submission

Consultant shall provide clear, concise, and complete plan check reviews to include, but not be limited to, all applicable items listed in City's plan check manual, project conditions of approval, project mitigation measures, City engineering standard drawings, and City municipal code requirements. Consultant shall check plan compatibility with existing/proposed maps, improvement plans, grading plans, drainage studies, and other related documents including approved plot plans, tentative maps, specific plans, and development agreements.

Consultant shall ensure that all drawings are prepared using twenty-four inch by thirty-six inch (24" x 36") plan sheets (except maps). Final plans shall be prepared using permanent ink on 24" x 36" Mylar sheets. No stick-ons are allowed. The original plans are to be considered to be the property of the project proponent, and

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

shall be submitted to City for approval. Upon approval of the Mylars by the City Engineer, the plans shall become the property of City.

C) Submittals to City

- 1) Completion of the first and second plan check reviews shall be fourteen (14) calendar days after pick-up from City, unless otherwise directed by City staff. Upon completion of each plan check review, Consultant shall provide one (1) set of redlines (check prints) along with comments pertaining to the construction cost estimate, reports, studies, and other related documents. At times, special requests are made by the project proponent and Consultant shall have the flexibility to review plans within seven (7) calendar days on the first and second submittals as requested by the City.
- 2) Consultant shall perform subsequent plan checks using the same assigned staff to complete the plan checking process, unless otherwise directed by City staff.
- 3) Consultant shall incorporate plan check comments from City staff from all pertinent departments and divisions.
- 4) Upon completion of the final plan check, Consultant shall meet with City staff to review the plans prior to requesting from the project proponent to submit one (1) set of blueprints, accompanied by the original reproducible Mylars and a final construction cost estimate, unless otherwise directed by City staff.
- 5) Consultant shall provide a written statement that they have reviewed the plans for conformance with City standards and practices, and is recommending the plans for City approval. The responsible engineer shall sign the statement.
- 6) Consultant shall provide a written statement on his letterhead that the final map/parcel map conforms to the tentative map, the state subdivision map act, the project's conditions of approval, and that the map is acceptable for recordation.
- 7) Upon completion of Consultant's map review and after final review by City staff, Consultant's authorized engineer or land surveyor shall sign the final map/parcel map as the "Authorized Agent of the City Engineer".

D) Estimate of Quantities and Cost

A preliminary estimate of quantities and costs shall be provided by the project proponent on forms provided by City, and included in the first plan check submittal. A final construction cost estimate shall be prepared by Consultant. The final

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

estimate of cost shall be based upon, and in agreement with, the final quantities as shown on the plans.

- E) Sewer and Water Drawings
The project proponent shall provide to Consultant all sewer and water drawings necessary to perform the sewer and water plan check within the public right-of-way. Consultant shall not be required to research sewer and water drawings. Because City does not own the sewer and water facilities, Consultant shall review these drawings for conflicts with City owned and operated infrastructure or conflicts with proposed City infrastructure within the public right-of-way. Sizing and capacity of these facilities is not the responsibility of Consultant.
- F) Pre-Plan Check Meeting
Consultant shall pick-up the first plan check submittal package from City within 24-hours of notification by City. City will answer questions and provide guidance for the review and research of City records for the submittal prior to Consultant checking of the plans.
- G) Post-Plan Check Meeting
Consultant shall arrange a meeting with City staff at City Hall upon completion of the first plan check, unless otherwise directed. The meeting will be held to discuss and answer questions regarding the technical provisions, the design drawings, conflicts with the design, etc. Consultant shall prepare a return transmittal to the project proponent.
- H) Third and Subsequent Plan Checks
The project proponent shall deliver third and subsequent plan checks to Consultant directly. Consultant shall return third and subsequent plan checks to the project proponent within seven (7) calendar days.
- I) Project Reporting
Consultant shall provide a written weekly status report to City regarding the plan check submittals by Friday at 3:00 PM. The reports shall include project identification, submittal dates, plan types, return dates, and plan check submittal number. The reports may be emailed to City.
- J) Responsible Engineer/Surveyor
A registered civil engineer in the state of California shall be the responsible engineer in charge of the plan check process. A licensed land surveyor or registered civil engineer authorized to practice land surveying shall be the responsible engineer/surveyor in charge of the map and easement plan check. Additionally, a registered traffic engineer in the state of California shall be available, as necessary, to be the responsible engineer in charge of traffic signal, signing and striping, and traffic control plan checks.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Exhibit B: 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.

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
1	Senior Engineer		\$		\$
2	Project Engineer		\$		\$
3	Technician 1		\$		\$
4	Technician 2		\$		\$
5	Clerical		\$		\$
6			\$		\$
B	Total Personnel Costs				

*** Attach additional sheets as necessary.

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment E 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. **City Fee Schedule:** See Attachment F for the current adopted City Fee Schedule. Plan check compensation is based on a percentage of the adopted City Land Development Division (LDD) fee charged to developers. Consultant will be paid 65% of adopted City LDD fee for all improvement plan checks (drainage studies; rough grading, precise grading, street and storm drain, sewer and water, traffic signal, signing and striping plans, etc.) and 75% of adopted City LDD fee for all final and parcel map plan checks. Additionally, the City does not currently have an expedited plan check review fee, but anticipates establishing one in the future. The expedited plan check review fee is expected to be at a higher rate than the standard plan check fee. If the expedited plan check review fee is adopted, Consultant agrees to be paid 65% of adopted City LDD fee for all expedited improvement plan checks and 75% of adopted City LDD fee for all final and parcel map plan checks. All plan check fees are not to exceed fees.
- C. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- D. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- E. **Proposal Pricing:** The awarded Provider's Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

Attachment A: Required Response Template

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
- D. Names and titles of the principal owner(s).
- E. Person(s) authorized to make commitments for your company.
- F. Company history, experience, years in business for current company name.
- G. Annual company revenues for the last three fiscal years.
- H. Tax ID number.
- I. The complete scope of services offered by your company.
- J. The number of clients (including governmental) served in past and present.
- K. Special qualifications, training, credentials, recognition, or awards.
- L. Contracts terminated for cause, pending litigation or legal issues.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.
- B. Team to be assigned for these services.
- C. Qualifications of specific individuals who will work on the project.
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.
- F. Current number of employees: full-time and part-time employees.
- G. Annual turnover rate of staff.
- H. Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.
- I. Facilities that would be utilized to perform the required work.
- J. Equipment that would be utilized to perform the required work.

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.
- B. Reasonableness of your fee to do the work.
- C. Current resources to meet or better all task and timeline requirements herein.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.
- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?
- F. How quickly can you begin providing services if awarded the contract?
- G. Details of any improvement or upgrades your firm has designed or implemented.

IV. Demonstrated and Technical Experience

Please describe your company's:

- A. Demonstrated record of success on work previously performed.
- B. Specific method and techniques to be employed on the project or problem.

V. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How you will schedule professional and staff to ensure milestones and deadlines are met?
- B. Provide required response time to the urgent service requests.
- C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.
- D. Provide any other relevant information that you believe would benefit City for the requested services.

Submitted by:

Company Name _____

Contact Name _____

Title _____

Signature _____

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Email _____
Phone _____
Date _____

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Attachment B: Special Provisions

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM:

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- _____ No exceptions taken
- _____ Exception taken to the scope of work or specifications
- _____ Exception taken to indemnification and insurance requirements
- _____ Exception to proposed contract language
- _____ Other

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Please explain any of the checked items:

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: _____ DATE: _____

BUSINESS ADDRESS: _____

SIGNATURE OF REPRESENTATIVE: _____

BY: _____ TITLE: _____

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

(CONTINUED ON NEXT PAGE)

Attachment C: Client References

(Bidder's Company Name)

1. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
2. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
3. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
4. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	

Duplicate this form as necessary to complete list.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment D: 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.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
 December 2018

Attachment E: Sample Invoice

Consultant Name/Address/Phone			
City of Moreno Valley Accounts Payable P.O. Box 88005 Moreno Valley, CA 92552		Date: 8/15/19 Invoice No.: 12345	
PW/Land Development Division - Professional Services for Plan Check Consultant Services			
Project Name and Project No.: _____			
Purchase Order No.: _____			
Billing Period: <u>July 1, 2019 through July 31, 2019</u>			
Description of Service Performed/Personnel*	Hours	Rate	Amount
Review Final Map – 1st Review			
Project Engineer John Smith	40.0	\$125.00	\$5,000.00
Review Drainage Report			
Engineer Jane Smith	15.0	\$75.00	\$1,125.00
Review Rough Grading Plans			
Project Engineer John Smith	10.0	\$75.00	\$750.00
Review Street Improvement Plans			
Principal Engineer Mary Smith	20.0	\$25.00	\$500.00
Total Invoice			\$7,375.00
<i>*See attached page with detail of specific dates/hours/work performed.</i>			
Billings to date:	Current	Prior	Total
Total Billings	\$7,375.00	\$0.00	\$7,375.00
Budget			\$25,000.00
Remaining			\$17,625.00

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment F: Adopted City Land Development Division Fee Schedule

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Adopted City Land Development Division Fee Schedule*

* Adopted 07/05/16 & Effective 11/30/16

Land Development

Unit	Adopted Fee
------	-------------

MAP CHECKING

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Parcel Map Residential plus per lot fee	Each per Lot	\$ 4,091 \$ 43
Parcel Map Non-Residential plus per lot fee	Each per Lot	\$ 4,091 \$ 43
Tract Map plus per lot fee 4th and Subsequent Reviews (Parcel and Tract)	Each per Lot per Sheet, per Review	\$ 4,091 \$ 43 \$ 201
Amended Map 4th and Subsequent Reviews (Parcel and Tract)	Each per Sheet, per Review	\$ 339 \$ 201

IMPROVEMENT PLAN CHECK (Includes but is not limited to Street Improvements, Storm Drain, Water, Sewer Plans, etc.)

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Street Improvements and Storm Drain	per Sheet	\$ 1,010
Storm Drain (RCFC & WCD)	per Sheet	\$ 1,290
Sewer	per Sheet	\$ 1,290
Sewer/Water	per Sheet	\$ 1,080
Water	per Sheet	\$ 1,080
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet, per Review	\$ 263
Revisions (Improvement Plans) For As-Builts with no changes, a one sheet fee is required.	per Sheet	\$ 315
Traffic Signal Plan Check Signing and Striping Plan Review (1-3 submittals) 4th and subsequent submittals	per Sheet for first 3 Reviews per Sheet per Sheet	\$ 3,005 \$ 364 \$ 200

Adopted City Land Development Division Fee Schedule*

*Adopted 07/05/16 & Effective 11/30/16

	Unit	Adopted Fee
--	------	-------------

Land Development

MASS/ROUGH GRADING PLAN CHECK

<i>Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted</i>		\$ 860
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet, per Review	\$ 315
Revisions (Mass/Rough Grading Plans) Including As-Builts	per Sheet, per Review	\$ 315

For As-Builts with no changes, a one sheet fee is required

STOCKPILE/BORROW SITE PLAN

<i>Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted</i>		\$ 635
Stockpile/Borrow Sites (Initial fee includes three (3) reviews unless otherwise noted)	per Sheet	\$ 635
4th and Subsequent Reviews (Stockpile/Borrow Plans)	per Sheet, per Review	\$ 240
Revisions (Stockpile/Borrow Plans)	per Sheet, per Review	\$ 255

PRECISE GRADING PLAN CHECK

<i>Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted</i>		\$ 1,725
Commercial, Industrial, Multi-Family, and Tract Model Custom Home Tract Phase	per Sheet	\$ 1,660
4th and Subsequent Reviews (Precise Grading Plans)	per Sheet	\$ 1,940
Revisions (Precise Grading Plans) Including As-Builts	per Sheet, per Review	\$ 510
Revisions (Precise Grading Plans) Including As-Builts	per Sheet, per Review	\$ 340

For As-Builts with no changes, a one sheet fee is required

Adopted City Land Development Division Fee Schedule*

*Adopted 07/05/16 & Effective 11/30/16

	Adopted Fee
Unit	

Land Development

STUDIES

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Drainage (Hydrology/Hydraulics)

Base Fee Plus

per acre

4th and Subsequent Review, per Review

\$	3,154
\$	39
\$	1,104

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

Attachment G: Sample Template of Agreement for Project Related Services

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. _____

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the 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 PROJECT
RELATED SERVICES
PROJECT NO.**

DESCRIPTION OF PROJECT

1. The Project is described as _____.

Project No. _____.

SCOPE OF SERVICES

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

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

PAYMENT TERMS

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

TIME FOR PERFORMANCE

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

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

Or

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through _____, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

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

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

SPECIAL PROVISIONS

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

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

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

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

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

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

This section shall survive termination or expiration of this Agreement.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

15. Insurance.

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

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

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

shall such payment impair or prejudice any remedy available to City with respect to the breach.

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

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

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

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant,

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

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

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

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

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

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

28. Supplementary General Provisions. (For projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by 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.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

- a) 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.
- b) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- c) 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.)
- d) 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.)
- e) 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).
- f) 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).
- g) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) 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.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

- i) 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.
- j) 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.
- k) 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.
- l) 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.)
- m) 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 FOLLOWS

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

City of Moreno Valley

Insert Contractor/Consultant Name

BY: _____
Chief Financial Officer
/City Manager/Mayor
(Select only one please)

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

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 C

EXHIBIT D

TERMS OF PAYMENT

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

because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT 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

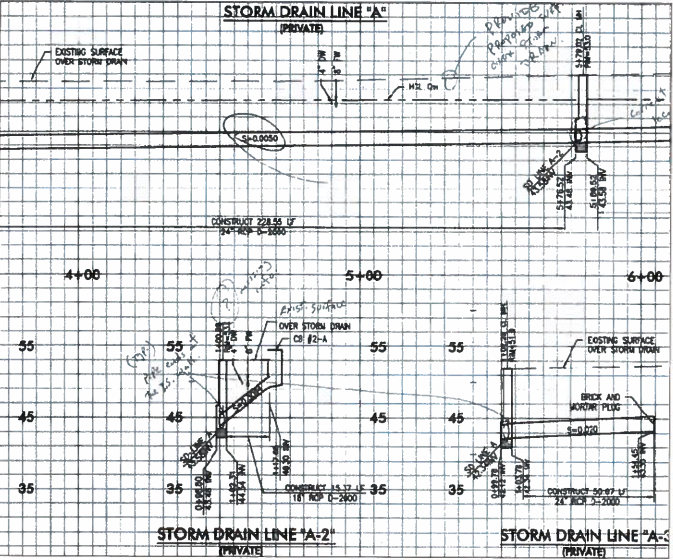
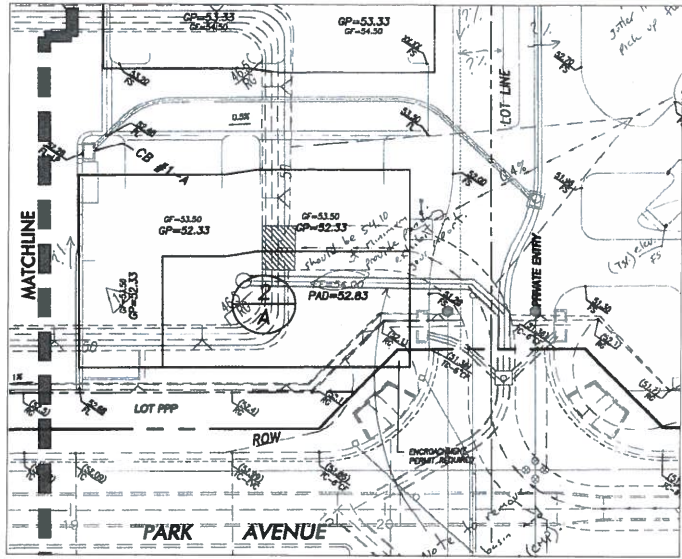
All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

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.


February 12, 2019

PROPOSAL

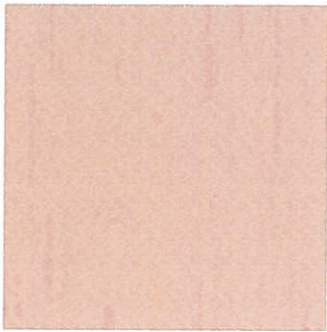
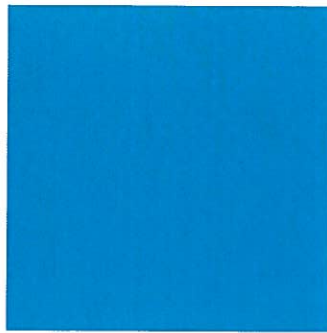


CITY OF MORENO VALLEY
Professional Services for Engineering Plan Check
Consultant Services
RFP # 2018-037

Prepared By:  **HUNSAKER & ASSOCIATES**
 2900 Adams Street, Suite A-15
 Riverside, CA 92504
 Contact: Paul Huddleston, Jr. PE, PLS, Principal
 (951) 509-7031 phuddleston@hunsaker.com

Prepared For:  **CITY OF MORENO VALLEY**
 Attn: City Clerk
 14177 Frederick Street
 Moreno Valley, CA 92553

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



Proposal
 CITY OF MORENO VALLEY
 Professional Services for Engineering Plan Check Consultant Services
 RFP # 2018-037

Section 1: Executive Summary

- Cover Letter



February 12, 2019



Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



HUNSAKER & ASSOCIATES

IRVINE, INC.
Inland Empire Region

February 12, 2019

PLANNING
ENGINEERING
SURVEYING
GOVERNMENT RELATIONS

City Clerk
CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, CA 92553

IRVINE
LOS ANGELES
RIVERSIDE
SAN DIEGO

Subject: RFP #2018-037 - Proposal for Professional Services
for Engineering Plan Check Consultant Services

Hunsaker & Associates, Inc. (H&A) is pleased to submit this proposal for providing professional Engineering Plan Check Consultant Services for the City of Moreno Valley. The proposal, as submitted, is comprehensive and fully responsive to the requirements stated within the RFP/solicitation referenced above.

Section 1 Executive Summary

PRINCIPALS:

FRED GRAYLEE
BRADLEY HAY
PAUL HUDDLESTON
KAMAL H. KARAM
DOUGLAS L. STALEY
KRIS WEBER
JOSEPH E. WIGHTMAN
FOUNDING PARTNERS:
RICHARD HUNSAKER
TOM R. MCGANNON
JOHN A. MICHLER
DOUGLAS G. SNYDER

Company Information: Name, Contacts, History, Scope of Services

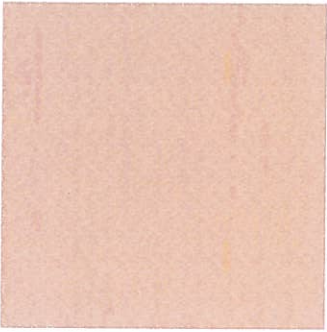
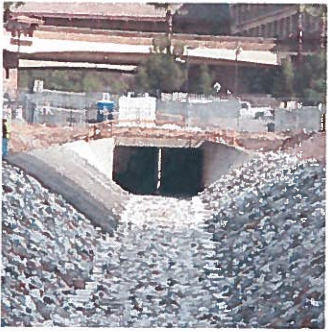
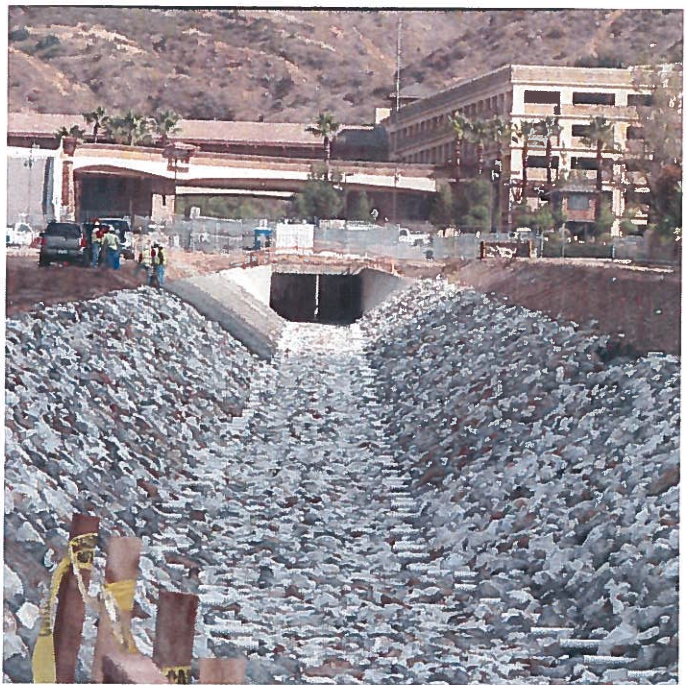
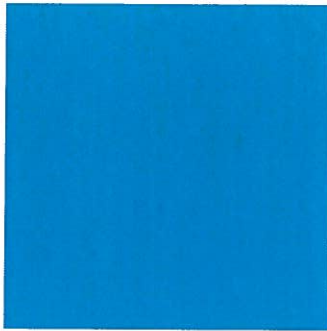
- a) Hunsaker & Associates Irvine, Inc.
2900 Adams Street, Suite A-15, Riverside, CA 92504
T: 951.352.7200 | F: 951.352.8269
Email: info@hunsaker.com | www.hunsaker.com
- b) N/A
- c) Hunsaker & Associates, Inc. (H&A), established in 1976, is a California Corporation. Our company is a full-service civil engineering firm with headquarters in Irvine and branch offices in Riverside, Los Angeles, Palm Desert and San Diego.
- d) H&A partners include: Doug Staley, PE (President), Kamal Karam, (Vice President), Fred Graylee, PE (Principal), Bradley Hay (Principal), Paul Huddleston, Jr. PE, PLS (Principal), Kris Weber AICP, LEED AP, CPESC, CPSWQ, CESSWI, ToR, (Principal), and Joe Wightman (Principal).
- e) The primary contact regarding this Proposal is:
Paul R. Huddleston, Jr., P.E., P.L.S., Principal-in-Charge
Direct: 951.509.7031 | Fax: 951.352.8269 | phuddleston@hunsaker.com
- f) As one of the premier multi-disciplined civil engineering companies within Southern California, H&A is celebrating over 42 years of providing distinguished professional services to our clients and is distinctly suited to provide complete plan check services for the City of Moreno Valley. H&A currently provides complete on-call improvement plan and plan checking services to the cities of Moreno Valley, Anaheim and Corona, and Orange County Public Works. H&A also provides on-call map/right-of-way engineering checking for the Riverside County Surveyor, the City of Long Beach, and Orange County Transportation Authority (OCTA).
- g) H&A currently has a staff of 200 professional engineers, planners, surveyors, administrative and support personnel including: 33 RCE, 8 EIT, 17 PLS, and 8 LSIT.
 - Exceptions: H&A has no exceptions to any part of the City's scope, specifications, terms or conditions in the noted RFP.

2900 Adams Street
Suite A-15
Riverside, California 92504
(951) 352-7200 PH
(951) 352-8269 FX
www.hunsaker.com



Table of Contents

Section 1:	Executive Summary (Previous Page)
Section 2:	Supplemental Company Information <ul style="list-style-type: none">▪ Relevant Project Experience
Section 3:	Professional Team Assignments <ul style="list-style-type: none">▪ Project Team Organization Chart▪ Project Team Qualifications/Experience Matrix▪ Team Member Resumes
Section 4:	Proposal Costs <ul style="list-style-type: none">▪ Exhibit "B"
Section 5:	Response Template
Section 6:	Required Forms and Samples
Section 7:	Work Samples



Proposal

CITY OF MORENO VALLEY

Professional Services for Engineering Plan Check Consultant Services

RFP # 2018-037

Section 2: Supplemental Company Information

- Relevant Project Experience



February 12, 2019



Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



Section 2 Supplemental Company Information

Relevant Project Experience

Engineering Plan Checking Services – City of Moreno Valley, Moreno Valley, CA

Scope of Work

- Rough Grading Plans
- Precise Grading Plans
- Street Improvement Plans
- Storm Drain Improvement Plans
- Hydrology and Hydraulics
- Water Quality Management Plans
- Storm Water Pollution Prevention Plans
- Tentative & Final Tract / Parcel Maps
- Legal Descriptions & Sketches

Client

City of Moreno Valley | 14177 Frederick Street, Moreno Valley, CA 92553
Michael Lloyd, PE, Engineering Division Manager / Assistant City Engineer T: 951.413.3146

Plan Checking Services - Riverside County Surveyor, Riverside, CA

Scope of Work

- Final Map Checking Services
- Construction Staking
- Roadway Alignment/Record of Survey
- Reconnaissance of Monuments
- Data Collection
- Control Surveys

Client

County of Riverside | 4080 Lemon Street, Riverside, CA 92502
Mr. David L. McMillan, County Surveyor T: 951.955.6700

City of Anaheim Design Plan Check Services, Anaheim, CA

Scope of Work

- Rough Grading Plans
- Precise Grading Plans
- Street Improvement Plans
- Storm Drain Improvement Plans
- Hydrology & Hydraulics
- Water Quality Management Plans
- Storm Water Pollution Prevention Plans
- Tentative & Final Tract Maps
- Legal Description & Sketch
- Lot Line Adjustments

Client

City of Anaheim | 200 S. Anaheim Boulevard, Suite 276, Anaheim, CA 92805
Ms. Natalie Meeks, Public Works Director T: 714.765.4530

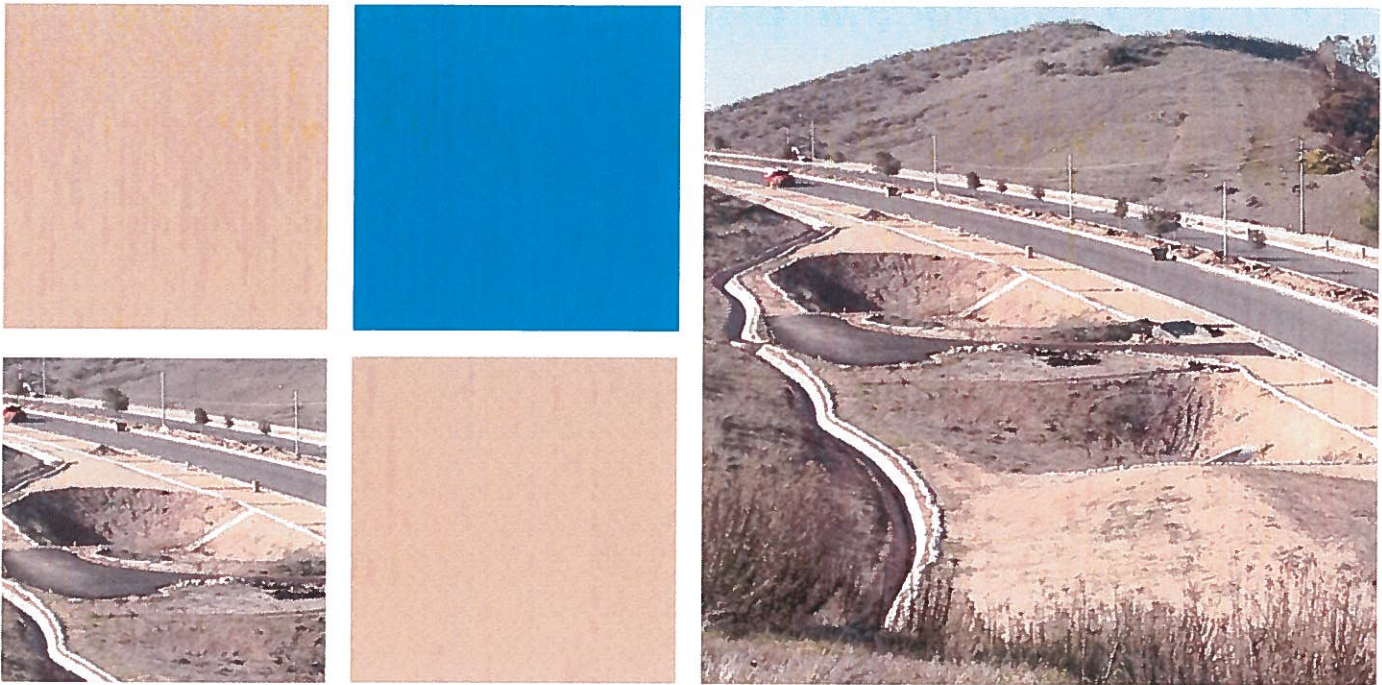
Plan Checking Services for the City of Corona, Corona, CA

Scope of Work

- Rough Grading Plans
- Precise Grading Plans
- Street Improvement Plans
- Storm Drain Improvement Plans
- Hydrology & Hydraulics
- Water Quality Management Plans
- Storm Water Pollution Prevention Plans
- Tentative & Final Tract Maps
- Legal Description & Sketch
- Lot Line Adjustments

Client

City of Corona | 400 S. Vicentia Avenue, Corona, CA 92882
Mr. Thomas Koper, Principal Civil Engineer T: 951.279.3525



Proposal

CITY OF MORENO VALLEY

Professional Services for Engineering Plan Check Consultant Services

RFP # 2018-037

Section 3: Professional Team Assignments

- Project Team Organization Chart
- Project Team Qualifications/Experience Matrix
- Team Member Resumes



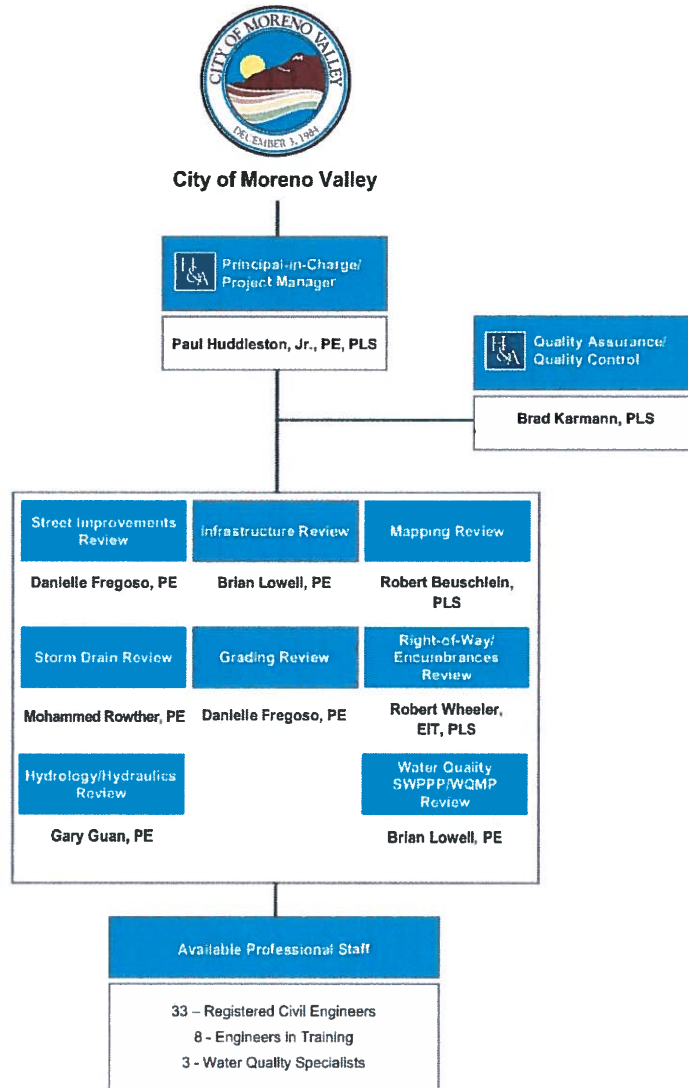
February 12, 2019





Section 3 Professional Team Assignments

Project Team Organization Chart



Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



Project Team Qualifications/Experience Matrix

All employees listed will be available through project completion.

Key Personnel	Assignment	Experience
Paul Huddleston, PE, PLS	Principal-in-Charge Project Manager	<ul style="list-style-type: none"> Over 42 years of civil engineering experience
Brad Karmann, PLS	Quality Assurance Quality Control	<ul style="list-style-type: none"> Extensive survey experience and has been in responsible charge for over 40 years
Danielle Fregoso, PE	Street Improvements Review Grading Review	<ul style="list-style-type: none"> Over 20 years of experience in managing engineering and technical staff
Brian R. Lowell, PE	Infrastructure Review Water Quality SWPPP / WQMP Review	<ul style="list-style-type: none"> Primarily involved in land development and public works civil engineering for 20 years
Robert Beuschlein, PLS	Mapping Review	<ul style="list-style-type: none"> Over 33 years surveying experience
Mohammed Rowther, PE	Storm Drain Review	<ul style="list-style-type: none"> Over 38 years of hands-on experience in planning, design and construction of regional infrastructure and public works projects including streets, highways, storm drainage, water, and wastewater facilities.
Robert Wheeler, PLS	Right-of-Way Encumbrances Review	<ul style="list-style-type: none"> Over 19 years of experience in Land Surveying being involved in boundary resolution
Gary Guan, PE	Hydrology/Hydraulics Review	<ul style="list-style-type: none"> Over 30 years of experience in a broad range of civil engineering



Professional Resume

Paul R. Huddleston Jr. P.E., P.L.S.

Principal-in-Charge | Project Manager

Credentials:

- BS Cal Poly, Pomona California, 1979, Civil Engineering
- California, 1994, California Licensed Surveyor No. 7083
- California, 1998, Registered Civil Engineer No. 58020

Professional Experience:

Mr. Huddleston has over 42 years of civil engineering experience. He has served as Project Manager for numerous projects throughout Southern California. His career has focused on water and sewer system design, site engineering grading, infrastructure design and improvements, and site surveying.

Project Experience:

City of Moreno Valley Checking Services, CA (Principal / Project Manager): Served as the Engineer responsible for plan check review of project plans submitted through the City of Moreno Valley for approval. Plan check review included preliminary planning review; final engineering review of street, sewer, water, storm drain, and hydrology; and inspection services, for residential and commercial developments.

County of Riverside, Transportation-Survey Division Plan Checking and On-Call Surveying Services, CA (Principal-in-Charge): H&A has provided roadway alignment/records of survey and final map checking services to Riverside County since 2006. Plan check projects have included final tract and parcel maps, records of survey, certificates of compliance, and lot line adjustments. Surveying services have included reconnaissance of monuments locations with corner records, cross-sections, data collection, aerial targets layout and control surveys, and construction staking.

City of Anaheim Design Plan Check Services, CA (Principal-in-Charge): H&A has provided Design Plan Check Services to the City of Anaheim since 1997. Our plan checking responsibilities have included tentative and final tract maps, legal description & sketch, deeds, lot line adjustments, rough grading plans, precise grading plans, street improvement plans, storm drain improvement plans, hydrology & hydraulics, water quality management plans and storm water pollution prevention plans. We have reviewed and continue to review a wide variety of projects including commercial sites, transportation facilities, professional sports facilities, entertainment theme parks, office buildings, public roadways, storm drain master planned facilities, multi-family and single family residential developments, educational facilities, passive recreational centers and business parks.

City of Corona Plan Checking Services, CA (Principal-in-Charge): H&A has provided engineering plan checking for the City of Corona since 2007. We have reviewed the Eagle Valley Master Plan project hydrology study, detention basin design hydraulics and water quality report; H&A has reviewed the Wardlow Wash Flood Control facility LOMR for FEMA documentation and plan checked the hydrology and roadway improvement plans for Eagle Glen Parkway East project. All previous H&A checking work task orders have been performed within City desired response timelines and in accordance with contractual budgetary agreement limits.

City of San Clemente Plan Checking Services (Third Party Review), CA (Principal-in-Charge): H&A provided third party review of the Avenida Vista Hermosa Roadway Extension project from Camino Vera Cruz to La Pata on behalf of the City of San Clemente in conjunction with Forster Ranch Community and Open Space Dedication Parcel offered to the City of San Clemente. H&A's review responsibilities included roadway grading and street plans, required slope and drainage easement configurations verification and legal & sketch documents to be dedicated to the City of San Clemente impacting Laing Forster Ranch Offer of Dedication Area.



Professional Resume

Brad Karmann, P.L.S.

Quality Assurance / Quality Control

Credentials:

- PLS No. 5460, 1984 California
- Certified Party Chief (Operating Engineers Local 12)
- AA, Surveying (1973); So. California Joint Apprenticeship Committee, (2001)
- Haz-Mat Certified, CPR Certified

Professional Experience:

Mr. Karmann has had extensive survey experience and has been in responsible charge for over thirty years. His experience has included surveys for construction of sewer and water lines for local water agencies and flood control districts, highway projects for Caltrans, solar plants for Southern California Edison, and PacTel mobile telephone towers for the Southern California area. In addition, projects have included residential, commercial, industrial, and federal agency projects, including topographic surveys, right-of-way surveys, boundary surveys, construction surveys, geodetic surveys, aerial surveys, cadastral surveys, tunnel and mine surveys.

Project Experience:

Contract Plan Checking for the City of Moreno Valley Provide plan check services and peer review of engineering plans.

Riverside County Transportation On-Call Surveying Services, Riverside County, CA (Project Manager) For the Transportation Department, provided personnel, both office and field, on an on-call basis. Includes Recon Monuments with Corner Records, Cross-sections, Aerial surveys, and construction Staking. Also Survey Map checking.

San Bernardino County On-Call Surveying Services, San Bernardino County, CA (Project Manager) For the Survey Department, provided personnel, both office and field, on an on-call basis.

MWD Inland Feeder Project (Highland), San Bernardino, CA (Project Manager) For the Metropolitan Water District, provided cross-sections and topo of Baseline Avenue.

MWD On-Call Surveying Services, Southern California, CA (Project Manager) For the Metropolitan Water District, provided personnel, both office and field, on an on-call basis.

MWD Inland Feeder Project Southern California, CA (Project Manager) For the Metropolitan Water District, provided Record of Surveys for MWD Properties.

Eastside Reservoir Project, Hemet, CA (Project Manager) For the Metropolitan Water District, provided survey control and staking services for perimeter fencing of the Eastside Reservoir.

Bee Canyon Landfill (Phases 2, 3 and 4), Orange, CA (Project Manager) Quality control surveys to verify conformance of construction with approved plans.

Riverside Pipeline North Distribution System – Inland Feeder Project (Spec #1349), Highway 60 to Ramona Expressway, Moreno Valley, CA (Project Manager) Services included survey control; and staking for the construction of ± 45,000 LF of welded steel pipeline, contractors storage and spoil area, access road grading and San Jacinto Creek grading, street improvements, storm drain, discharge line, 43 ETS locations, detours, and fencing.



Professional Resume

Danielle Fregoso, P.E.

Street Improvements Review | Grading Review

Credentials:

- BS California State Polytechnic University, Pomona, 1998, Civil Engineering
- California, Registered Civil Engineer No. 65501P.L.S. No. 7229, 1996, California

Professional Experience:

Ms. Fregoso has over 14 years of experience in managing engineering and technical staff and has served as responsible engineer for residential and commercial projects throughout Southern California. She has worked for Hunsaker & Associates for 5 years and has worked on projects located in the County of Riverside and within the jurisdiction of the Riverside County Flood Control and Water Conservation District. She is familiar with the District's standards and review process.

Project Experience:

Contract Plan Checking for the City of Moreno Valley Provide plan check services and peer review of engineering plans.

Tract 30931 – Eastvale, Riverside, CA (RCFC&WCD Project No. 2-0-0361) This Project consisted of approximately 450 residential lots in two (2) phases along with appurtenant district storm drain facilities (Eastvale MDP Line D-2) to the Cleveland Avenue Detention Basin, which is maintained by RCFC&WCD and JCSD. We prepared storm drain plans and hydraulic calculations for RCFC&WCD Storm Drain Facilities varying in size from 60" R.C.P. to 48" R.C.P., totaling 1,500 L.F. to convey onsite and offsite tributary flow through the project to the Cleveland Detention Basin. A rational method hydrology report was also prepared for this project using District approved software and guidelines. The District Hydrology, Design and Drafting Manuals were used for the preparation of all plans and reports.

Tract 30893 – Eastvale, Riverside, CA (RCFC&WCD Project No. 2-0-0303) This Project consisted of approximately 150 residential lots in two (2) phases along with appurtenant district storm drain facilities (Eastvale Master Plan Storm Drain Line B) to the Cucamonga Creek Channel which is maintained by the San Bernardino County Flood Control District. We prepared storm drain plans and hydraulic calculations for RCFC&WCD Storm Drain Facilities varying in size from 84" R.C.P. to 48" R.C.P., totaling 3,360 L.F. to convey onsite and offsite tributary flow through the project to the Cucamonga Creek Channel. A rational method hydrology report was also prepared for this project using District approved software and guidelines. The District Hydrology, Design and Drafting Manuals were used for the preparation of all plans and reports.

Tracts 17199, City of Victorville, CA 609 Lots with an existing water course through the project, a Master Planned San Bernardino County Flood Control District Channel was designed. The District's Master Plan of Drainage was still in the development phases so coordination was required for the City to accept the Master Plan of Drainage. Coordination was also required with the adjacent owners to convey the flows into the channel and back to the natural drainage course.

Loma Linda University Satellite ambulatory Facility - Beaumont, CA (Project Manager): Site was located within Kinder Morgan and Questar utility easements. Due to an existing adjacent street, grading was required over the utility lines, coordination with agencies and the city was required to minimize the grading. Design and preparation of street improvement, signing and striping, sewer and water, storm drain and rough grading plans and preparation of hydrology and hydraulics report.



Professional Resume

Brian R. Lowell, P.E.

Infrastructure Review | Water Quality SWPPP / WQMP Review

Credentials:

- California, 2009, Registered Civil Engineer No. 74550
- Hawaii, 2010, Registered Civil Engineer No. 13802
- B.S. California State Polytechnic University, Pomona, 2006, Civil Engineering
- Qualified SWPPP Developer & Practitioner, No. 20716
- California Emergency Management Agency ~ Safety Assessment Team Volunteer ~ (Cal E.M.A.)

Professional Experience:

Mr. Lowell has been primarily involved in land development and public works civil engineering for 20 years. His in-depth experience emphasizes hydrology and hydraulic analysis of private and public infrastructure systems, surface runoff water quality analysis, and the design of potable water, reclaimed water, waste water collection, drainage and storm drain systems of commercial/industrial centers as well as hillside and residential communities. Having worked as a planning commissioner, he also has solid experience in the planning and entitlement process.

Project Experience:

Contract Plan Checking for the City of Moreno Valley Provide plan check services and peer review of engineering plans.

Arantine Hills, Corona, CA (Design Engineer) Planned and designed potable and reclaimed water distribution systems and the wastewater collection system for a residential community of over 1,500 lots. This project included hydraulic analysis and fire flow analysis.

Atherton, Temecula, CA (Design Engineer) Designed drainage and storm drain systems for a residential community of over 300 lots. This project included hydraulic analysis, design of drainage devices and catch basins, headwall design and energy dissipator calculations, water quality calculations and detention basin routing.

Savannah, Moreno Valley, CA Serving as the Project Manager responsible for all improvement plans and approvals. Responsibilities have included the review of Conditions of Approval; site research, including utility locations; preparation of street, sewer, water and storm drain plans; cost estimates; hydrology/hydraulic reports; storm water monitoring; meetings with agency representatives; and clearances for project approvals.

Water Quality Related Plans Preparation and approval of WQMPs. Provide Quality Assurance and Control for Water Quality related documents.

Storm Water Pollution Prevention Plans Preparation of SWPPPs for private sector and local and state and federal agencies. Notable projects include March Air Reserve Base SCLA BDOC installation.

Construction Site Inspections and BMP Design and Installation More than 8 years of experience in conducting field inspections, BMP design (ESCPs) sampling and BMP installation. Knowledgeable in construction activities and phasing as it pertains to BMP phasing, installation and requirements.



Professional Resume

Robert Beuschlein, PLS

Mapping Review

Credentials:

- Orange Coast College, Surveying / Mapping (1986-1987)
- FEMA Flood Certificate Workshop (2003)
- Advanced GPS Adjustment Seminar by Leica Instruments (2001)
- California, Licensed Land Surveyor No. 7874
- Nevada, Licensed Land Surveyor No. 12748

Professional Experience:

Mr. Beuschlein has 33 years surveying experience in both Southern Nevada and Southern California. He prepares boundary analysis for large projects including MWD aqueduct covering 13 miles and 12 square miles and many smaller projects. He also prepares Topographic Surveys, Record of Survey maps (i.e. Barona Indian Reservation and MWD), Parcel Maps and Tract Maps along with the preparation of legal descriptions and accompanying exhibits. He has experience in GPS survey methods and data post processing to tie projects into the state plane system.

Project Experience:

Contract Plan Checking for the City of Moreno Valley Provide plan check services and peer review of parcel maps and tract maps.

MWD Topographic Surveys, Riverside County, CA (Project Manager): Responsible for over 15 sites for the Metropolitan Water District. Duties included the post processing of GPS data and topographic data.

MWD – Record of Surveys, Riverside County, CA (Project Manager): Responsible for the Post Processing of GPS data and crew supervision for the setting of over 200 monuments for several MWD right-of-way alignments in the Riverside County area.

Jack-in-the-Box ALTA Surveys (Project Manager): Preparation of ALTA design surveys on over 40 sites in Southern California for Jack-in-the-Box Restaurants and coordinated with the Title Company, Architect and developer to assist in addressing all site constraints and boundary issues.

VA San Diego Healthcare System San Diego, CA (Project Manager): Preparation of a Topographic Survey for seismic corrections at the San Diego VA Hospital. Coordinated with architect and VA engineering staff on data collected.

Valley Center Road (Project Manager): Post processing for the aerial control of over 30 aerial targets and 8 control points tied into the County of San Diego control network over 2.5 miles.

Barona Indian Reservation, Lakeside, CA (Project Manager): Prepared Record of Surveys for the reservation boundary of newly acquired lands. Coordinated with the Barona Indian Council for the placement of over 5 miles of new fence line to be placed adjacent to the new reservation boundary.

Armstrong Ranch, Santa Ana, CA (Project Manager): Responsible for the retracement of existing documents, horizontal control, and boundary for a 157 lot subdivision. Mapping of tract map, and closure calcs for submittal to the County of Orange.



Professional Resume

Mohammed Rowther, PE

Storm Drain Review

Credentials:

- M.S., Structural Engineering, California State Polytechnic University, 1982
- B.S., Civil Engineering, California State Polytechnic University, 1980
- Registered Civil Engineer, California, #37127

Professional Experience:

Mohammed has over 38 years of hands-on experience in planning, design and construction of regional infrastructure and public works projects including streets, highways, storm drainage, water, and wastewater facilities. He has direct and applicable experience in providing storm drain and roadway design services to Los Angeles County Department of Public Works (LACDPW), and an excellent record of performance on fast-tracked schedules, obtaining permits, and coordinating projects through multi-agency approval processes.

Project Experience:

SR 60/71 Interchange, Caltrans District 7 and 8 Project Manager for final design and preparation of PS&E and providing construction engineering support services for a four-level freeway interchange in the City of Pomona. This \$110 million project included over 11.5 miles of roadway, 14 new bridges and 2 bridge widening, 15 retaining walls, 4 sound-walls, 6 signal modifications, 2.5 million cubic yards of excavation, and over \$10 million in drainage improvements including undergrounding of approx. 800 linear feet of LACDPW's Chino Creek Channel. Project design was coordinated and processed through 9 governmental agencies completed two months ahead of schedule. It received the statewide "Excellence in Transportation Facilities Award" for Project Delivery for Caltrans/Consultant PS&E Projects and Technical Studies category.

On-Call Civil Engineering Services LACDPW's Bridge Program Lead Civil Engineer for roadway design, storm drain design, construction staging and traffic control, signal modifications, signing and striping, and utility coordination for the following Los Angeles County Department of Public Work's Bridge Retrofit Projects:

- Bridge Widening and Seismic Retrofit of Valley Boulevard Bridge over the San Gabriel River, including realignment of SB Off-ramp from SR-605, in the City of Industry and El Monte.
- Bandini Boulevard. Bridge over the Los Angeles River in the City of Vernon.
- UPRR Bridge over Paramount Boulevard in the City of Pico Rivera.
- Seismic Retrofit of UPRR Bridge over Cherry Avenue in the City of Lakewood.
- Seismic Retrofit of UPRR Bridge over Willow Street in the City of Long Beach.

Project Concept Report for LACDPW/s Curtis Drain Project Preparation of Project Concept Report for the Curtis Drain Project, for Los Angeles County Department of Public Works. Project involved drainage study of a storm drain system crossing a 25-foot deep railroad alignment and I-10 Freeway, and draining a 950 acre watershed in the City of Alhambra

State Route 90 (Imperial Highway) Smart Street Project, City of Yorba Linda Final design of widening approx. 5.5 miles of Imperial Highway in the cities of Yorba Linda and Anaheim. The \$35 million project was funded by OCTA Measure M "Smart Street" program and included PUC approval for widening of at-grade crossing of BNSF railroad tracks. Project design was processed for approval through Caltrans District 12; and permitted by the US Army Corps of Engineers for the connection of RCB storm drain to the Santa Ana River.



Professional Resume

Robert Wheeler, PLS

Right-of-Way/Encumbrances

Credentials:

- California Professional Land Surveyor P.L.S. No. 8639
- B.S. Civil Engineering, California State Polytechnic University Pomona

Professional Experience:

Mr. Wheeler has over 19 years of experience in Land Surveying being involved in boundary resolution, horizontal control, encumbrance maps, topographic mapping, ALTA mapping, preparation of legal descriptions, lot line adjustments, record of surveys, subdivision maps, condominium conversions, new condominium project developments, and preparation of other survey related exhibits.

Project Experience:

Cimarron, Menifee, CA: A 599 lot residential development near Murrieta Road and Craig Avenue in the City of Menifee. Our firm was responsible for Engineer and various survey and mapping activities including ALTA surveys, Final maps, legal Description, right of way dedications and vacations.

Desert Dunes Golf Course, County of Riverside, CA: A 640+/- acre residential and golf course development in the Unincorporated Territory of Riverside County. Our firm was responsible for Planning, preliminary engineering and various survey and mapping activities including final maps, lot line adjustments, legal descriptions and various exhibits.

Sky-Ranch, Corona, CA: Researched and prepared boundary survey for Tract 31955 and assisted in preparation and quality control check for Tract 29868, 31955, 33135, Various Lot line adjustments and other legal descriptions for easements, grants and dedications for Centex Homes.

Corona 850, Corona, CA: Researched and prepared parcel mergers, lot line adjustments and legal descriptions for Fletcher Development Company.

ALTA Surveys: Perform comprehensive analysis of field data, monumentation, easements, encroachments, recorded documents and record maps for the preparation of ALTA maps including various projects within the cities of Big Bear, North Hills, Irvine, Lake Forest, Upland, Rancho Palos Verdes, Long Beach, Stanton, Huntington Beach, Riverside, Ontario, Chino, Corona, Los Angeles, Palm Desert and Oxnard including surveys for the Southern California Gas Company.

Promenade, Long Beach, CA: Assisted in preparation of and quality control checking of ALTA survey for Lennar Homes. Assisted in preparation and quality control checking of Tract No. 62186, right of way vacation legal descriptions, centerline tie notes and submittals associated with the project.

West Gateway, Long Beach, CA: Researched, planned, analyzed and prepared ALTA survey for Lyon Realty Advisors. Assisted in preparation of Tract No. 66301, coordinated submittals, prepared centerline tie notes associated with the project and legal description for vacation of Maple Way and Virginia Court.

Douglass Park, Long Beach, CA: Preparation of legal description for storm drain easements and street dedication for development of Boeing property near Long Beach Airport.

Bake/Lake Forest Extension, Irvine, CA: Prepared legal descriptions for Right of Way dedication, Grant Deeds, vacations and quitclaims of easements, new easements and rights of way for the Bake Parkway and Lake Forest Drive extension for the Irvine Company.



Professional Resume

Jianhua “Gary” Guan, PE

Hydrology/Hydraulics Review

Credentials:

- MS, Clemson University, Clemson, South Carolina 1999, Water Resources and Applied Fluid Mechanics
- California, 2003, Registered Civil Engineer No. C64519

Professional Experience:

Mr. Guan has over 30 years of experience in a broad range of civil engineering. As a project engineer, he was heavily involved in various projects relating to all phases of hydrology analysis, design of flood control, erosion control, storm-water system and detention and water quality basins. He is also experienced in erosion and sedimentation analysis of river and watershed systems, and in master drainage planning. His experience also involves numerous projects with CLOMR (Conditional Letter of Map Revision) and LOMR (Letter of Map Revision) application through FEMA.

Mr. Guan uses a full range of computer software in his design, including hydrology programs, AES hydrology and the Corps of Engineers HEC-1, HEC-2, HEC-6 and HEC-RAS program, the Los Angeles County Flood Control District's WSPG water surface program and two-dimensional hydraulic analysis program FLO-2D.

Project Experience:

Hydrology Analysis for Clinton Keith in the City of Murrieta, CA (Project Engineer) – Detailed hydrology study for existing condition and proposed condition. Generate unit hydrographs for use of detention basin design, which was designed for mitigate multiple-year storm (2-, 5-, 10- and 100-year storm).

Mirasera Flood Control Channel - Coachella Valley Water District, Riverside County, CA (Project Engineer): This is a part of ultimate Whitewater drainage improvement with a joint effort with U.S. Army Corps of Engineers (ACOE). The channel has a design capacity of 23,200 cfs. Soil cement was proposed for the channel. The major channel bottom is 110-ft with 1:1 side slope and the channel depth is about 18 ft. Two in-channel debris basins are proposed to collect the debris. The total channel improvement is approximately 90,000 L.F. with a 7-cell 32'W x 10'H arch culvert crossing Washington Street. HEC-RAS was used to determine the water surface elevations in the channel.

West Hemet Master Drainage Plan, Hemet, CA (Project Engineer) – Detailed hydrology study using CivilD program, suggest upgraded storm drain system. Generate hydrographs, detailed FLO-2D study for flat flood plain area.

Irvine Spectrum 5 Bake Parkway/Lake Forest Drive Roadway Extensions, Irvine, CA (Project Engineer): Provided hydrology update for Veeh & Canada Creeks within San Diego Creek Watershed, hydraulic and channel design for one 140-ft bridge spanning San Diego Creek drainage crossing ultimate flood control channel improvements and two 140-ft bridges spanning Veeh Creek & Canada Creek crossings with ultimate drainage channel flood control facilities improvements. The hydrology/hydraulic analysis, channel designs has been approved by both Orange County Flood Control District and City of Irvine.

City of Newport Beach Storm Drain Master Plan, Newport Beach, CA (Project Engineer): Provided hydrologic and hydraulic modeling of the existing systems to determine pipe and street deficiencies, design replacement/parallel pipe systems and estimated material and labor costs.

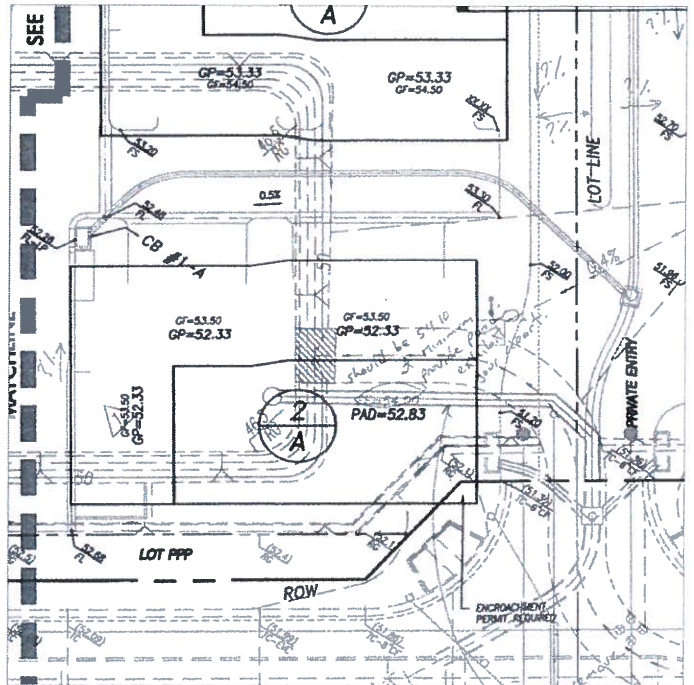
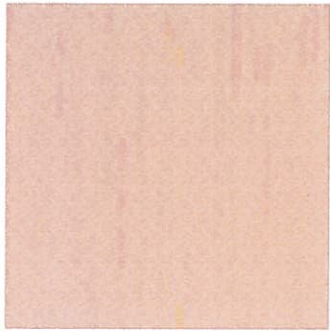
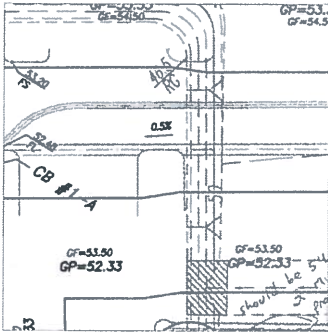
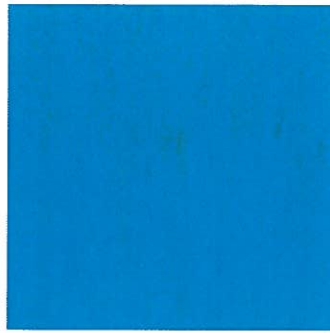
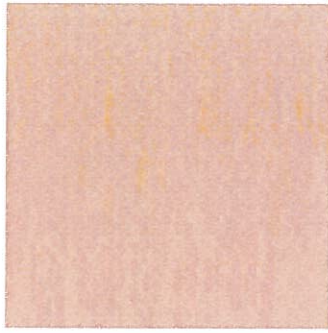
Hydraulic, Hydrology and Riverbed Scour for Saddle Crest and Saddle Creek in Southeastern Orange County, CA (Project Engineer) – EIR report for proposed Saddle Crest and Saddle Creek development. Detailed hydrology and flood routing for Aliso Creek Watershed for existing and proposed condition. HEC-RAS was used to estimate the Aliso Creek water surface elevations and HEC-6 was used to do the sediment transport study. Suggestions were made to mitigate the impacts of the development.



Section 4 Proposal Costs

This information to be provided under separate cover.

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



Proposal

CITY OF MORENO VALLEY

Professional Services for Engineering Plan Check Consultant Services

RFP # 2018-037

Section 5: Response Template

- Attachment A:
 - I. Company Information: Name, Contacts, History, Scope of Services
 - II. Resources: Staffing, Facilities, Equipment
 - III. Required Services: Meeting or Bettering these Requirements
 - IV. Demonstrated and Technical Experience
 - V. Work Plan



February 12, 2019



- K. Special qualifications, training, credentials, recognition, or awards.

Hunsaker & Associates Irvine, Inc.

Special Qualifications Training Credentials:

Kris Weber: Trainer of Record (ToR) (QSD 00041) for the State's General Construction Permit and trains both public and private entities. Mr. Weber is also certified to teach the Certified Erosion, Sediment and Storm Water Inspector class through EnviroCert.

Awards:

ASCEOC Engineer of the Year Award recognition: Crown Valley Community Park Tier 1 and 2 Master Plan Improvements, City of Laguna Niguel, CA (Awarded February 2019)

McGraw Hill Best of 2007 California Award Sports/Recreation Category – 2007 - Dos Lagos Heart, Corona

Planning Project Award from The Inland Empire Chapter of The American Planning Association - 2007 (Dos Lagos, Corona)

PCBC Gold Nugget Merit Award – 2006 - Village of Woodbury, Irvine

NAHB Community of The Year Gold Award – 2006 - Village of Woodbury, Irvine

Concrete Association, Best Concrete Street Award – 2005 - The Oaks at Calabasas

Orange County Engineering Council Project of the Year – 2005 - Award for Ladera Ranch Storm Water Riverine System

- L. Contracts terminated for cause, pending litigation or legal issues.

Hunsaker & Associates Irvine, Inc. has had zero contracts terminated for cause, pending litigation or legal issues since it's founding in 1976.



Section 5 Attachment A: Required Response Template

Hunsaker & Associates Irvine, Inc.

(Bidder's Company Name)

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
Hunsaker & Associates Irvine, Inc.
3 Hughes, Irvine, CA 92618
T: 949.583.1010 | F: 949.583.0759
Email: info@hunsaker.com | www.hunsaker.com
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
NA
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
Hunsaker & Associates, Inc. (H&A), established in 1976, is a California Corporation. Our company is a full-service civil engineering firm with headquarters in Irvine and branch offices in Riverside, Los Angeles, and San Diego.
- D. Names and titles of the principal owner(s).
H&A partners include: Doug Staley, PE (President), Kamal Karam, (Vice President), Fred Graylee, PE (Principal), Bradley Hay (Principal), Paul Huddleston, Jr. PE, PLS (Principal), Kris Weber AICP, LEED AP, CPESC, CPSWQ, CESSWI, ToR, QSD (Principal), and Joe Wightman (Principal).
- E. Person(s) authorized to make commitments for your company.
The primary contact regarding this Proposal is:
Paul R. Huddleston, Jr., P.E., P.L.S., Principal-in-Charge
Direct: 951.509.7031 | Fax: 951.352.8269
phuddleston@hunsaker.com
- F. Company history, experience, years in business for current company name.
H&A has provided planning, engineering, and surveying services for the public and private sector for 42 years and currently has a staff of 200 professional engineers, planners, surveyors, administrative and support personnel including: 33 RCE, 8 EIT, 17 PLS, and 8 LSIT. Our strength lies in the company's experience and versatility. Personnel include professional engineers, land surveyors and designers who prepare projects from preliminary concept to construction plans with accompanying final mapping, governmental processors with public sector experience, and project managers skilled in production of improvement plan functions and the art of moving a project through its various stages design and construction to ultimate completion.



- G.** Annual company revenues for the last three fiscal years.
Hunsaker & Associates Irvine, Inc.'s approximate annual company revenues for the last 3 years are as follows:
 2018: \$42,653,000
 2017: \$44,577,000
 2016: \$47,887,000
- H.** Tax ID number.
Hunsaker & Associates Irvine, Inc.'s Tax ID number: 95-3123103
- I.** The complete scope of services offered by your company.
Professional Services Offered by Hunsaker & Associates Irvine, Inc. are outlined below:
H&A provides professional services to both public and private sector clients, including: local, state and federal agencies; residential, industrial and commercial land developers; water districts, municipalities; private land owners; consulting engineering and architectural firms; and contractors. The following describes our major areas of expertise:
Public Works Engineering Services: Since 1976, H&A has worked with both public and private sector clients to design water and wastewater infrastructure, public roadways, flood control channels and other backbone infrastructure for numerous cities projects throughout Southern California. We provide concise, cost effective, and accurate plans and reviewing of plans for public improvements to local agencies.
Land Surveying and Mapping Services: Our survey team of licensed land surveyors, field crews, and office support personnel provide a comprehensive range of state-of-the-art surveying for our clients, combining traditional surveying techniques with advanced surveying technology. The mapping department at H&A is staffed with licensed surveyors who have extensive experience with preparation and interpretation of legal descriptions and mapping procedures. Our field crews are fully equipped with the most sophisticated survey instruments available.
Planning and Environmental Services: Planning capabilities also include: specific plans; environmental analysis; urban design; master plans; re-use and redevelopment planning; site/land use planning; community planning; general plans; entitlement-to-use processing; regulatory permits; and public information programs.
Related Professional Services: H&A also provides professional related services including: computer-aided design and graphics, earthwork, quantity/cost estimates, visual analysis, graphic design and illustration, and automated mapping/facilities management.
- J.** The number of clients (including governmental) served in past and present.
Hunsaker & Associates Irvine, Inc. has provided service to over 4,335 clients (including governmental) served from its founding in 1976 to present.



II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.

Hunsaker & Associates Key Management Personnel	
Team Member Name	Title
Paul Huddleston, PE, PLS	RCE, PLS, (Principal / Project Manager)
Brad Karmann, PLS	PLS (Quality Assurance/Quality Control)

- B. Team to be assigned for these services.

Hunsaker & Associates Services Team	
Team Member Name	Task
Paul Huddleston, PE, PLS	Principal-in-Charge Project Manager
Brad Karmann, PLS	Quality Assurance/Quality Control
Danielle Fregoso, PE	Street Improvements Review Grading Review
Brian Lowell, PE	Infrastructure Review Water Quality SWPPP / WQMP Review
Robert Beuschlein, PLS	Mapping Review
Mohammed Rowther	Storm Drain Review
Robert Wheeler, PLS	Right-of-Way/Encumbrances Review
Gary Guan, PE	Hydrology/Hydraulics Review

- C. Qualifications of specific individuals who will work on the project.

Hunsaker & Associates Services Team Qualifications	
Team Member Name	Qualifications
Paul Huddleston, PE, PLS (Principal-in-Charge/Project Manager)	<ul style="list-style-type: none"> Over 42 years of civil engineering experience. Principal Hunsaker & Associates Irvine, Inc. Served as Project Manager for numerous projects throughout Southern California. Experience in water and sewer system design, site engineering grading, infrastructure design and improvements, and site surveying.

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



<p>Brad Karmann, PLS (Quality Assurance/Quality Control)</p>	<ul style="list-style-type: none"> ▪ Extensive survey experience and has been in responsible charge for over 40 years. ▪ Experience has included surveys for construction of sewer and water lines for local water agencies and flood control districts, highway projects for Caltrans, solar plants for Southern California Edison, and PacTel mobile telephone towers for the Southern California area. ▪ Additional, projects have included residential, commercial, industrial, and federal agency projects, including topographic surveys, right-of-way surveys, boundary surveys, construction surveys, geodetic surveys, aerial surveys, cadastral surveys, tunnel and mine surveys. ▪ Contract Plan Checking for the City of Moreno Valley Provide plan check services and peer review of engineering plans.
<p>Danielle Fregoso, PE (Street Improvements Review Grading Review)</p>	<ul style="list-style-type: none"> ▪ Over 20 years of experience in managing engineering and technical staff ▪ Served as responsible engineer for residential and commercial projects throughout Southern California. ▪ Worked for Hunsaker & Associates for 5 years and has worked on projects located in the County of Riverside and within the jurisdiction of the Riverside County Flood Control and Water Conservation District. ▪ Familiar with the District's standards and review process.
<p>Brian R. Lowell, PE (Infrastructure Review Water Quality SWPPP / WQMP Review)</p>	<ul style="list-style-type: none"> ▪ Primarily involved in land development and public works civil engineering for 20 years. ▪ In-depth experience with hydrology and hydraulic analysis of private and public infrastructure systems, surface runoff water quality analysis, and the design of potable water, reclaimed water, waste water collection, drainage and storm drain systems of commercial/industrial centers as well as hillside and residential communities. ▪ Having worked as a planning commissioner, he also has solid experience in the planning and entitlement process. ▪ Contract Plan Checking for the City of Moreno Valley Provide plan check services and peer review of engineering plans.
<p>Robert Beuschlein, PLS (Mapping Review)</p>	<ul style="list-style-type: none"> ▪ Over 33 years surveying experience. ▪ Prepares boundary analysis, Topographic Surveys, Record of Survey maps, Parcel Maps and Tract Maps along with the preparation of legal descriptions and accompanying exhibits. ▪ Experience in GPS survey methods and data post processing to tie projects into the state plane system.

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



<p>Mohammed Rowther (Storm Drain Review)</p>	<ul style="list-style-type: none"> ▪ Over 38 years of hands-on experience in planning, design and construction of regional infrastructure and public works projects including streets, highways, storm drainage, water, and wastewater facilities. ▪ Direct and applicable experience in providing storm drain and roadway design services. ▪ Extensive knowledge of civil design disciplines and interaction. ▪ Excellent record of performance on fast-tracked schedules, obtaining permits, and coordinating projects through multi-agency approval processes.
<p>Robert Wheeler, PLS (Right-of-Way/Encumbrances Review)</p>	<ul style="list-style-type: none"> ▪ Over 19 years of experience in Land Surveying being involved in boundary resolution, horizontal control, encumbrance maps, topographic mapping, ALTA mapping, preparation of legal descriptions, lot line adjustments, record of surveys, subdivision maps, condominium conversions, new condominium project developments, and preparation of other survey related exhibits.
<p>Gary Guan, PE (Hydrology/Hydraulics Review)</p>	<ul style="list-style-type: none"> ▪ Over 30 years of experience in a broad range of civil engineering. ▪ As a project engineer, he was heavily involved in various projects relating to all phases of hydrology analysis, design of flood control, erosion control, storm-water system and detention and water quality basins. ▪ Experienced in erosion and sedimentation analysis of river and watershed systems, and in master drainage planning. ▪ Experience also involves numerous projects with CLOMR (Conditional Letter of Map Revision) and LOMR (Letter of Map Revision) application through FEMA.

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.

Hunsaker & Associates Services Team Time Allocation	
Team Member Name	Time/Involvement (%)
Paul Huddleston, PE, PLS	25%
Brad Karmann, PLS	35%
Danielle Fregoso, PE	100%
Brian Lowell, PE	100%
Robert Beuschlein, PLS	100%
Mohammed Rowther	100%
Robert Wheeler, PLS	100%
Gary Guan, PE	100%

E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

Hunsaker & Associates Services Team Resumes		
Team Member Name	Title	Professional Resume
Paul Huddleston, PE, PLS	Principal / Project Manager	See Section 3
Brad Karmann, PLS	Quality Assurance	See Section 3
Danielle Fregoso, PE	Project Engineer	See Section 3
Brian Lowell, PE	Project Engineer	See Section 3
Robert Beuschlein, PLS	Mapping Specialist	See Section 3
Mohammed Rowther	Project Engineer	See Section 3
Robert Wheeler, PLS	ROW Specialist	See Section 3
Gary Guan, PE	Project Engineer	See Section 3

F. Current number of employees: full-time and part-time employees.

| 200 |

G. Annual turnover rate of staff.
6%

H. Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.

Hunsaker & Associates Team Subconsultants



Team Subconsultant Name	Details
NONE	

I. Facilities that would be utilized to perform the required work.

Hunsaker & Associates Irvine, Inc.
Inland Empire Office
2900 Adams Street, Suite A-15
Riverside, CA 92504

Hunsaker & Associates Irvine, Inc.
Corporate Office
3 Hughes
Irvine, CA 92618

J. Equipment that would be utilized to perform the required work.

No specialized equipment required.

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.

H&A is very familiar with City of Moreno Valley design standards, Caltrans Highway Design Manual/standard plans/specifications/Standard Specifications for Public Works construction (Green Book)/Americans Disability Act/California Title 24 Accessibility requirements, Riverside County hydrology/local drainage manuals and governmental agencies processing procedures. We have also produced numerous City infrastructure capital improvement Assessment District project plans which serve to bolster our project plan review capabilities.

- B. Reasonableness of your fee to do the work.

The hourly rates provided are competitive and are based on providing services on a time and material basis. We do not bill for secretarial or other office support personnel. We also do not bill for computer time and minor copying.

- C. Current resources to meet or better all task and timeline requirements herein.

We at H&A have an ongoing commitment of providing state of the science civil engineering designs and plan reviews which are efficient, accurate and readily understandable. We provide ongoing project management and critical path monitoring for each project to insure complete engineering for each project assigned to be delivered on schedule.

- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

The project schedule is an ongoing matter of high importance on any project large or small. We understand that the City requires a quick turn-around for initial plan review and all subsequent plan reviews. Due to the time constraints, H&A would like to assure the City that each plan check will be considered a priority request and will be assigned and schedule for completion immediately following receipt of a plan check task. We have assembled a team that is available throughout the duration of the plan check process and have the availability of additional resources, if needed.

- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

H&A has a large qualified support staff that will be readily available to assist, if needed.

- F. How quickly can you begin providing services if awarded the contract?

Immediately.

- G. Details of any improvement or upgrades your firm has designed or implemented.

H&A has an established plan review / checklist procedures plan which has been very effective and successfully utilized for our cities and agencies plan check responsibilities over the years. We continue to update our software and techniques to provide the most efficient services possible.



IV. Demonstrated and Technical Experience

Please describe your company's:

- A. Demonstrated record of success on work previously performed.

H&A has demonstrated a record of success with the following relevant Plan Check project experience:

Project	Location	Description
City of Moreno Valley	Moreno Valley, CA	Engineering Plan Checking
City of Anaheim	Anaheim, CA	Design Plan Check Services
City of Anaheim On-Call WQMP Plan Checking	Anaheim, CA	Project specific plan checking of P-WQMP and F-WQMP
City of Corona	Corona, CA	Engineering Plan checking
Irvine Ranch Water District	Irvine, CA	Engineering Plan Checking
Riverside County Surveyor	Riverside, CA	Roadway alignment/records of survey and final map checking services
City of San Clemente	San Clemente, CA	Third party review of the Avenida Vista Hermosa Roadway Extension project from Camino Vera Cruz to La Pata

- B. Specific method and techniques to be employed on the project or problem.

H&A, led by Mr. Paul Huddleston, Jr., PE, PLS, principal, will coordinate and steer the assembled H&A professional team. He will be responsible for H&A staff providing plan checking/design review/value engineering services and Quality Assurance services for CMV projects assigned. The projects will be continually managed by H&A from a technical and administrative stand point. Our accounting files will be available for CMV review monthly. Progress reports will be prepared and all meeting notes, improvement plan "red-line" comments fact sheets, invoicing and project correspondence will be grammatically correct and thoroughly checked prior to delivery to CMV for submitting design professionals responses. The following work plan description is provided to convey our understanding of the major work components and professional team's approach to fulfilling the scope of work required for typical projects assigned for plan reviews. H&A's review will ensure that project designs are cost effective, free of design ambiguities/inconsistencies, meet state of the industry accuracy requirements, and are in conformance with current City and appropriate agency standards and specifications requirements and governmental laws.

H&A has an established plan review/checklist procedures plan which has been very effective and successfully utilized for our cities and agencies plan checking responsibilities over the years.



V. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How you will schedule professional and staff to ensure milestones and deadlines are met?

Work Plan: Project Approach/Understanding

H&A will work closely with the City of Moreno Valley (CMV) and attend project assignment meetings identifying and defining plan review work objectives and anticipated CMV baseline scheduling.

H&A's comprehensive plan reviewing/checking will incorporate the following:

- | | |
|--|---|
| ◇ Establish a project filing system compatible with CMV requirements and capable of collating each project's correspondence. | ◇ Review compatibility with project entitlement conditions |
| ◇ Reference/working data. | ◇ Review comments distributions, etc. |
| ◇ Comments/response. | ◇ Provide project schedule incorporating flexibility component to accommodate variations from CMV's baseline forecasts. |
| ◇ Define H&A administrative tasks with structured procedures acceptable to CMV and standardize checklist form. | ◇ Identify H&A quality assurance/quality control procedures. |
| ◇ Assign key project staff members with specific responsibilities. | ◇ Develop risk assessment/ongoing value engineering components for each plan review assignment given. |
| ◇ Review compatibility with existing/proposed mapping/infrastructure improvements | |

The H&A municipal plan review process will set up a framework to allow an atmosphere of full cooperation as CMV's review entity interfacing with the involved project proponent's Design Engineers for each plan check assignment.

This proposal is structured to be concise and to the point as requested in the RFP instructions. H&A as prime consultant for CMV Municipal Map and Plan Check and other Land Development Professional services "accepts and incorporates the entire RFP as part of this proposal."

H&A, led by **Mr. Paul Huddleston, Jr., PE, PLS**, principal, will coordinate and steer the assembled H&A professional team. He will be responsible for H&A staff providing plan checking/design review/value engineering services and Quality Assurance services for CMV projects assigned. The projects will be continually managed by H&A from a technical and administrative stand point. Our accounting files will be available for CMV review monthly. Progress reports will be prepared and all meeting notes, improvement plan "red-line" comments fact sheets, invoicing and project correspondence will be grammatically correct and thoroughly checked prior to delivery to CMV for submitting design professionals responses. The following work plan description is provided to convey our understanding of the major work components and professional team's approach to fulfilling the scope of work required for typical projects assigned



for plan reviews. H&A's review will ensure that project designs are cost effective, free of design ambiguities/ inconsistencies, meet state of the industry accuracy requirements, and are in conformance with current City and appropriate agency standards and specifications requirements and governmental laws.

H&A has an established plan review/checklist procedures plan which has been very effective and successfully utilized for our cities and agencies plan checking responsibilities over the years.

When H&A commences plan checking activities, the general activities may be summarized as follows:

Review Construction Documents

H&A will research/review all available city records files, mapping, tentative maps, conditions of approval and infrastructure improvement plans.

The construction documents submittals by project proponent will be reviewed in the form of final plans, specifications, and estimates. H&A anticipates all plans to be in a single package, presented in a consistent format, and following a logical sequence. All design drawings shall be prepared in AutoCAD. The plans are anticipated to be prepared utilizing standard CMV Mylar sheets with CMV standard notes and title blocks, using:

- City and Riverside County Surveyors Office Final Map Procedures.
- Local City Design Manuals and Standard Plans.
- Riverside County Flood Control District Standard Plans (where applicable).
- Caltrans Standard Plans (where applicable).

H&A will provide ongoing review of proposed improvements for conflicts with existing and proposed improvements, existing surface and subsurface utilities, identifying potential relocations considerations, any potholing requirements and verifying adequate substructures crossing clearances with existing and proposed utilities, etc.

Map Checking/Review

Map checking services for CMV will be provided by H&A staff with each individual member possessing experience in the mapping field of 10 to more than 25 years. The Hunsaker mapping department has prepared and processed more than 1,500 final and parcel maps, hundreds of Records of Survey, thousands of legal descriptions and lot line adjustments. H&A has also provided map checking services for the County of Orange, and currently provides on-call map checking services for the City of Anaheim, City of Long Beach and OCTA.

Pursuant to Sections 66442 and 66450 of the Subdivision Map Act, the City is required to have a licensed professional review all final and parcel maps for technical accuracy. Additionally, Lot Line Adjustments and other special purpose legal descriptions will require checking for clarity and technical accuracy before approval for recordation. Hunsaker & Associates, Irvine, is prepared to perform these services with the Land Surveyors listed in our project organizational chart herein on behalf of CMV. The items on each map and document to be reviewed include, but are not limited to, the following:



- Correct form of Owner's Certificate, including all necessary dedications
- Correct Owner's and Beneficiaries names as noted in a current preliminary subdivision guarantee
- Sufficient number and form of Notary Acknowledgments
- All appropriate signatures to be omitted are listed correctly as noted in a current preliminary subdivision guarantee
- All necessary certificates are shown on the map: Surveyor/Engineer, City Engineer, City Surveyor, Planning and Building Director's Certificate, Director of Public Works' Certificate, City Clerk's Certificate.
- Any required notes as indicated in the approved Conditions of Approval are included on the map.
- Heavy border includes all of appropriate boundary as included in a current preliminary subdivision guarantee and agrees with that shown on the approved tentative map (except where project is phased).
- Sufficient monumentation is shown as found to determine location of boundary of project.
- Sufficient record documents (deeds, maps, etc.) have been used and provided by engineer/surveyor of record in determination of project boundary.
- An appropriate Basis of Bearings is referenced on the map.
- Closure calculations are provided for all lots, streets and other closed figures, and all calculations close as required.
- Sheets are prepared and indexed such that the layout of the project is clear, and all sheets are correctly referenced to adjoining sheets.
- Legal descriptions are concise and unambiguous and avoid the possibility of overlaps and gaps in newly created property lines.
- Sketches provided with legal descriptions are clear, and accurately reflect the property or easement being described.

H&A will also be able to map check/review Records of Survey and lot line adjustments provided by CMV applicants. With H&A's experience in boundary and centerline surveys, we will be able to efficiently review Records of Survey for processing through to recordation with the County of Riverside Surveyor. We are familiar with Section 8762 of the Professional Land Surveyor's Act in regards to its requirements to file Records of Survey where certain conditions exist – setting of monuments, establishment of property lines, etc.

Legal descriptions and sketches will be reviewed for CMV where necessary for purposes of street dedications, abandonments, grant deeds involving public entities and other uses as required by the city. H&A has extensive experience preparing legal descriptions and sketches according to commonly accepted survey standards, particularly as defined by William Wattles in "Writing Legal Descriptions (1976 and 1979) which predominately qualifies our firm to thoroughly check all legal description documents. With his experience in preparing and supervising the preparation of over 3,000 legal descriptions and hundreds of lot line adjustments, H&A's mapping surveyors have a clear understanding of the requirements for legal descriptions that are unambiguous and usable when transferring real property rights.



Roadway Plans

H&A and our branch offices are responsible for hundreds of miles of major highway arterials, collector and interior streets improvement plans design and construction across Southern California during our firms 42 years of civil engineering services. H&A has designed every type of roadway improvement from the smallest pavement repair/rehabilitation to roadway widening/rerouting to new major arterials with millions of yards of associated grading. Many of these roadways include significant bridges, huge pipelines, storm drain systems and flood control channel infrastructure project needs.

Our follow through construction observation and survey construction staking associated with the myriad of roadway projects also provides valuable experience that is necessary when H&A street plan checking abilities are called upon.

H&A desires to provide street improvement plan check services to the City of Moreno Valley utilizing our years of “hands on” practical roadway design and agency plan checking experience.

H&A has a solid track record of providing our clients with sound engineering judgment and decision making on all projects we are involve in. We desire to have smooth interface with the city, providing clear communications and valuable plan review comments so that plans may be readily buildable—having a “no major problems scenario” during construction—and recommending plans that meet city and regulatory agency current standards with state of the industry quality and sustainable designs.

H&A has proven plan check processes we utilize in-house and for various cities and agencies. A summary of our street improvements plan check approach methodology is as follows:

Project Planning Review

- All approved tentative mapping/development site plan case information associated with the project for roadway category, typical sections, roadway geometry, minimum curve radii and any super-elevation design requirements indicated with the approved project planning documents.
- Review available geotechnical reports and any applicable grading requirements, proposed pavement structural section alternates and any remediation grading associated with the proposed roadway construction.
- We will identify the roadway project classification i.e. new road, existing roadway widening, road realignment, road rehabilitation and any combination of the above to properly focus plan review efforts.
- A critical initial check will be to review conformance with city standard cross-sections or any approved planning deviations; verification of lane widths per city roadway classification including parkways and sidewalks widths; design speed minimum radii and available intersection traffic engineering geometric sketches for any required localized widening, left turn pockets, free right lanes, etc.



Street Improvement Plan Review

- Check that standard city title sheet and city improvement plan title block is utilized, review general notes, list of drawings shown.
- Legend is complete and symbols appropriate for proposed improvements, sheet index map is provided, check that typical sections are provided to cover each category of street necessary for the project; verify relationship for street typical section "level line" at top of curbs versus centerline elevation and where super-elevations are required, that appropriate super-elevation typical section is identified and diagrams are provided.
- Verify roadway alignment stationing is accurate and agrees with horizontal data indicated of project tract or parcel map; adequate horizontal control data is provided for on plans including curve data tables, etc.; check right-of-way information including parkway widths and identification of land uses adjacent to street right-of-way whether existing or proposed; all adjacent areas shall include lot property line dimensions and lot numbers, etc.
- Overall roadway geometry should be verified with any traffic study information provided with the project including traffic engineering studies detailing non-standard requirements i.e. multiple left turn pockets, roadway tapers for alignment changes, deceleration/accelerations lanes, free right turns, etc. and through lane drivability (i.e. check for lane jogging that would exceed design speed tapering allowances through intersection).

Note: H&A's traffic subconsultant (TJW Engineering, Inc.) can provide traffic engineering analysis and support for checking all aspects of roadway geometrics to meet traffic capacity requirements and will review all street signing/stripping and signalization plans as well as any staged construction traffic control plans associated with a project.

Roadway Profiles Review

- Checking roadway improvements profiles for accuracy and meeting design speed and drivability concerns is the most critical element of street plan checking for safety conformance and proper roadway drainage assurance. H&A profile reviews include:
- Roadway centerlines must adhere to city minimum gradient requirements, no profile grade breaks over 0.5% vertical curves are properly designed meeting length and appropriate vertical curve segment increments – no greater than 25 feet station intervals – to match city desired roadway design speed control requirements.
- Reviewing all median and parkway curb profiles for accuracy and smoothness along with roadway intersections curb returns is necessary for complete roadway profiles analysis. Special attention will be given to review of all curb return areas to insure vertical curves are utilized as necessary to form smooth transitions around returns at intersections with substantial grade breaks at intersecting curb lines. Also, each curb return shall be reviewed to insure ADA access ramping criterion is strictly met, including any special ramping conditions detailing. Finally, attention will be directed to see that lesser category streets intersecting with major through streets will transition back to "level" typical section with an appropriate distance from the intersection (i.e. 60'-120' from curb prod).
- When a major street intersects with another major street, a full intersection plan view with grid elevations detail should be provided so that smooth drivability in each direction may be reviewed. H&A will also check that grade breaks are minimized, and smooth drivability can be achieved.



Roadway Improvements Review

- A thorough review of all street improvement plans construction notes is essential for providing a plan that is completely constructible. Each improvement to be built with the street plan should be clearly indicated on the plan and have an accompanying construction note clearly worded and tying to an established city or agency standard. Any non-standard construction should have special construction detailing as needed to build this non-standard improvement.
- Any sewer, water and storm drain facilities to be located within the street should be clearly identified and have dimension tie-out distances to curb and/or centerline. Any City maintained facility should be able to be re-excavated for future maintenance/repair and not disturb the integrity of any adjacent facilities located in the street.
- Any major deviations from city standards shall be identified during plan check review process unless specifically documented by previous tentative map/entitlement planning process. Any minor deviations to city standards will be identified by H&A; however, applicant may provide explanation for said deviation. Special conditions requiring minor deviations may be reviewed for merit by H&A and recommendation for approval to the city.
- The majority of city street projects encountered are expected to require storm drain facilities due to the fact that the City of Irvine does not allow intersection cross-gutters usage. H&A, under the support of Mr. Gary Guan, PE, will review all project specific hydrology data and compare this information with approved tentative map storm drainage system associated with the street improvements plans project. H&A street storm drain system review will consider existing master plan "historic" hydrology and anticipated project runoff storm discharges to validate hydrologic data provided by the applicant. This information will be checked confirming adequacy of pipes/RC boxes sizing, etc. and hydraulic calculations for each storm drain reach (system node) of the project.
- Review sewer and water improvement plans for alignment, sizing, Health Department clearance, substructures crossings clearance, fire hydrant spacing and future maintenance repairs potential trenching conflicts.
- H&A's storm drain plan review will confirm that the proposed street project RCP and/or RC box culvert structures will be sized adequately to convey the necessary storm water flows meeting city minimum bed slope gradients and will be able to support all traffic and earthen loads imposed by the roadway/finished surface profiles. H&A will verify that appropriate City and/or County of Orange standards are utilized and will review any special storm drain construction detailing for completeness and adequacy for construction.
- H&A's review of the proposed storm drain project design will emphasize protection of virtually all existing utility facilities in street right-of-way "in-place." Should relocation of any of these existing facilities be required, they are considered project long lead time items. Relocation designs – if required – will be identified as applicant critical work items to be processed with appropriate private or public reviewing/licensing or encroachment permitting procedures.
- Should the street improvement project require widening or construction within existing street right-of-way and have the potential for traffic congestion – preparation of project construction staging plans maybe requested of the applicant. Mr. Huddleston, PE and Mr. Thomas Wheat, PE (TJWE) have extensive roadway construction staging experience and have worked successfully on numerous projects requiring intricate construction staging. TJWE will initially coordinate with city transportation staff and review/ evaluate existing city transportation department data and traffic reports. H&A and TJWE will fully review all traffic control/construction staging plans to insure recommendation of an orderly procession of



construction and synchronizing of each infrastructure facility or roadway modification improvement. Any interim detours, partial lane closures, incremental utilities relocations provisions (gravity and independent operations) must be incorporated with the final traffic control delineation/signing and striping plans and H&A will review and coordinate eventual "buy-off" by City engineering/ transportation staff of applicants proposed staging and traffic control measures for each project.

- Roadway improvements quantity estimates will be reviewed with each plan check submittal for completeness and adjustments based on plan revisions. A final stage of work will be to review all project quantities and accompanying costs on city standard unit costs form provided by the applicant. Also, any special improvements costs shall be provided by the applicant's engineer. H&A will fully review all quantity and cost data and compare with final plans submittal in order to set any city final street improvements bond amounts for proposed project.

Right-of-Way/Encumbrances

H&A will review all items related to right-of-way engineering including: title reports review and analysis of existing encumbrances, review of survey maps, field notes, existing monumentation/monuments perpetuation requirements, any "before" conditions record of survey, deeds, vacations, appraisal mapping, easements, legal and sketches, etc. All reviews will ensure compliance with state law, local ordinances and CMV Right-of-Way Section Guidelines.

Grading Plan Review

Upon receiving all necessary checklist materials associated with the grading development case from the project proponent, review of all project related entitlement approvals information is essential so that all grading conditions of approval and any special grading requirements integrated with the tentative map or development site plan process can be renewed for compliance with the grading permit application.

A thorough review of the accompanying project geotechnical report recommendations is a critical initial order of work. Any special remedial grading requirements will be reviewed to make sure appropriate detailing, cross-sections, etc. are included with the grading plan including estimated earthwork volumes for this specialized work identified along with raw excavation and fill volumes for the project.

Each grading plan general city grading and site specific construction notes will be reviewed for compliance with proposed project needs. The plans will be reviewed for overall completeness including:

- Project boundary line information (bearings and distances clearly shown)
- Adequate site topography and existing "culture" detail information shown on the plans including structures, contour elevations, spot elevations and current city benchmark with elevation and adjustment year.
- All onsite and perimeter existing infrastructure and easements are identified on the plans.
- All proposed manufactured slopes are identified and do not exceed 2:1 gradient; all perimeter and interior daylight lines are shown and limits of permit grading are also clearly identified.
- Identify any proposed encroachment grading outside project boundary and note the need for proof of approval of any such encroachment.



- Review all work shown for conformance to city grading ordinance, city grading and/or UBC chapter 70 codes with respect to any sheet graded areas – including super pads – proposed building pads, etc., especially with respect to hillside grading setback and any special geotechnical requirements.
- Check for positive drainage from all sheet graded areas utilizing swale ditches draining at proper minimum gradient, protection of slope faces and building pads with proper utilization of berming and interim run-off protection.
- Compare general grading drainage configurations and run-off patterns with accompanying approved site hydrology mapping.
- If storm drain system is required ultimately, assure system concept is shown on the plans with proper pick-up areas/future catch basins, etc. clearly identified on the grading plans. Also, identify any downstream existing facilities to be joined are shown and facility number identified.
- If no downstream storm drain facilities exist, make sure outfall storm drain systems discharge properly in a non-erosive and do not result in an overly concentrated fashion.
- Where proposed streets are involved, make sure adequate typical sections are shown on the plans. All streets must agree with approved tentative map/site plan concepts widths and road centerline alignment geometry.
- Adequate preliminary street design data must be shown on the plan including centerline radii, rate of gradients, vertical curve locations with proper length and P.I. elevation with incremental grades to verify design speed is accommodated, adequate future top of curb grades are shown at all BC's, EC's property lines and agree with typical section diagram "level line" centerline/future top of curb relationships.
- Check to see that all lot/parcels configurations agree with approved tentative map/site plan documents including parcel configuration, minimum lot sizing and number of lots/parcels shown for the approved planning project.
- Review drawings to see that infrastructure is located within easements of record and to ensure proper identification of how any existing infrastructure is to be protected in place or properly relocated to accommodate the proposed site grading as shown on the plan.
- Check topography photogrammetric detail for existing site trees locations and identification that any tree removals are in accordance with approved tentative map/site plan. Special attention is required for any eucalyptus tree windrows located on the site. These eucalyptus windrows require special separate tree size/locations surveys and permitting for removals associates with the project. Also, any clearing of biologically sensitive site vegetation must be properly identified and agree with provisions of any site regularly permitting.
- Project erosion control plans must be reviewed to ensure adequate types and ample measures are identified to control anticipated sediment movement associated with the project grading. Erosion control measures must be accompanied by adequate general notes to direct proper operations readying for storms and proper cleanup requirements, etc. Erosion control measures must be appropriate for proposed grading conditions including control of erosion for sheet flow, street rough grade "notch-outs," site construction entry/exiting, building pads protection, manufactured slope conditions and containment of sediment run-off onsite. Any temporary desilting/detention facilities shall be adequately sized with backup calculations provided for capacity requirements.



- Separate Storm Water Pollution Prevention Plans (SWPPP) reports shall be provided and report proposed erosion control measures should agree with those as shown on the grading plan under review. Special attention and project water quality features provided for any project where drainage is directed into a documented endangered body of waters by the Regional Water Quality Control Board.
- Separate Water Quality (Control) Management Plans (WQMPs) reports shall be provided where requested by city planning process with the proposed project. Projects shall include appropriate BMPs intended to mitigate impacts of the proposed project. WQMPs need to be in conformance with the new State General Permit which will come into full affect by July 2010 for all projects not able to be graded at that time.
- One of the final grading plan review tasks is to verify quantity and cost estimates are in conformance with the magnitude of the proposed project grading including: earthwork volumes, remedial grading volumes, drainage devices/erosion control improvements, clearing/vegetation/tree removals operations and utilities protection/relocation measures. Verification of grading plan quantities and cost will allow fixing an appropriate grading bond amount for the proposed grading permit.

Drainage/Flood Control Plans and Hydrology

Drainage/flood control plans and hydrology will include complete analysis and review comments on existing hydrology/drainage conditions, proposed conditions design/hydraulics reports, modifications/reconstruction/ rerouting, storm drain system proposed designs and verification of accompanying hydraulic calculations/ hydrology runoff analysis.

Storm drain improvement plans review and comments will include plan view layouts, catch basins, RC boxes, flood channels, typical structural sections, Profiles, Construction details, Local Depressions, Quantities, Temporary Drainage Plans Facilities. Storm Water Data Reports, all drainage inlet/outlet structures, pump station, facilities, Water Pollution Control Plans, and Erosion Control Plans.

Where significant drainage facilities modifications occur as part of project assignments, Mr. Huddleston and H&A drainage engineers have extensive storm drain piping, box culverts and major flood control channels design/modifications and construction management experience to fully analyze these special facilities.

Quantity and Cost Estimates

Each project proponent's Engineer shall furnish at first check submittal a detailed quantity and cost estimate for its design project.

H&A will review estimates of construction costs. A detailed analysis of the cost estimate of the design plans by the Design Engineer will be analyzed. The estimate, in current dollars, shall provide a detailed listing of all the items of work along with unit costs and quantities. Separate cost breakdowns shall be provided for roadwork, earthwork, structures, utilities and drainage facilities.

At the conclusion of all plan check submittals, a final stage of work will be to review all project quantities and accompanying costs on city standard unit costs form provided by the applicant.



Also, any special improvements costs shall be provided by the applicant's Engineer. H&A will fully review all quantity and cost data and compare with final plans submittal in order to set any city final infrastructure improvements bond amounts for the proposed project.

The final quantity and cost estimate will be prepared by H&A on city approved forms using Microsoft excel software verifying cost associated with the project are in agreement with the final plans being recommended for approval by H&A.

Geotechnical (when requested)

Materials/foundation reports professional services of both a Geotechnical Engineer and Certified Engineering Geologist may be required for specific projects. H&A's geotechnical subconsultant, GMU has extensive geotechnical and geologic knowledge of the Southern California area. GMU is familiar with all applicable codes and standards including AASHTO, SSPWC, BNSF, AREA, AREMA, OSHA, CEQUA, PSA, the 2007 California Building Code, and the County of Orange Grading Code and Engineering Manual, and the Orange County Highway Design Manual.

GMU will review preliminary geotechnical and foundation recommendations for project including: grading, roadways, bridge structures, and retaining walls including available subsurface data from nearby structures records, published geologic maps, geotechnical borings, and other available relevant geotechnical data.

GMU will review and comment on preliminary geotechnical, materials and any bridge foundation reports and evaluate potential seismic impacts for the proposed projects.

Special Design Concerns

It should be noted that any special non-standard designs encountered with assigned project due to site specific conditions/constraints will be reviewed and analyzed for appropriateness and adequacy of detailing for constructability and proper integration into improvement plans. All deviations from standards utilized by the City or appropriate involved agencies will be analyzed by H&A and recommendations for approval or denial will be issued to the City.

H&A Quality Assurance/Quality Control (QA/QC)

H&A will implement throughout the assigned project's duration, in-house measures to ensure reports, plans, studies, estimates, and other documents reviewed are complete, accurate, conforming to standards, and proofread to meet current professional engineering practices.

The H&A QA/QC program will emphasize in-house plans back-checking of redlined plans, routing to affected H&A review personnel, establishing effective means to avoid conflicts between new and existing infrastructure, providing plan checking deliverables to CMV for Design Engineer's responses ensuring reviews are in accordance with the CMV QA/QC surveillance goals.

The H&A Quality Assurance/Quality Control program will feature the following:

- Provide independent in-house checking, correction, and back checking for all study and preliminary plans.
- Provide independent in-house checking and verification of all calculations and plan detailing.



- Establish appropriate means to avoid conflicts and misalignments between both new and existing improvements, particularly where several drawings show difference elements of work in the same area.
- Route pertinent project related QA/QC correspondence and redline comments/memoranda to affected H&A design team personnel and bind in appropriate project files.
- Incorporate procedure where each design/study task deliverable is certified to the project manager as being reviewed and checked in accordance with H&A QA/QC procedures.

The H&A Quality Assurance/Quality Control program will be implemented throughout the project's plan review duration to ensure reports, preliminary plans, studies, estimates, and other documents presented to CMV are complete, accurate, independently cross-checked, conforming to all appropriate standards, and proofread to meet currently accepted professional engineering practices.

Other key check list components for each projects assigned are:

- Ensuring all required encroachment permits are provided with submittals.
- Identifying voids in data and obtaining gaps closure.
- Reviewing associated environmental documentation (when specifically required).
- Reviewing Regulatory Agency permits associated with project (when specifically required).

Project Schedule Steering / Maintenance

The project schedule is an ongoing matter of high importance on any project large or small. H&A has successfully implemented proven methods to accompany our ongoing project management which continually track our design team efficiency performance and maintain the ability to stay on schedule including:

- Attending regularly scheduled "in-house" staff meetings and client/agency coordination/steering meetings while presenting progress work summaries enroute to project milestone achievements identified on the project master schedule.
- Preparation and documentation filing of detailed meeting minutes/actions and client directives.
- Ongoing identification of potential project obstacles/discovery of unforeseen matters and recommendation of appropriate actions/responsibilities for resolution to stay on schedule.
- Developing a thorough understanding of all project conditions, existing infrastructure, physical, legal and engineering constraints associated with the project.
- Close tracking of monthly work progress man hours categorized per scope tasks and monitoring of contractual budget limits.
- Full utilization of each professional's experience assigned to the project obtaining the benefit of the individual years of working with similar related projects to implement optimum solutions early on.
- Detailed review by H&A project manager and H&A Quality Control Engineer of all projects budgetary quantity and cost estimates for completeness, appropriate unit or lump sum



costing, any agency fees or special assessments and inclusion of appropriate contingencies allowance.

- Implementation of “in-house” quality assurance/quality control procedures under the ongoing supervision of H&A Principal-in-Charge.
- Availability of outside third party review entity (upon request by the City of Moreno Valley).

It should be noted that following the above project management/scheduling procedures has provided H&A with an excellent history steering our clients and keeping projects on schedule.

Time Schedules

We understand that the City requires a two-week turn-around time for initial plan review and all subsequent plan reviews. Due to the time constraints, H&A would like to assure the City that each plan check will be considered a priority request and will be assigned and scheduled for completion immediately following receipt of the plan check task. We have assembled a team that is available throughout the duration of the plan check process and H&A will make every reasonable attempt to pick up the plan check within 24 hours. Please note that if, after the initial review, the plan review comments are addressed by the applicant to our complete satisfaction, we will notify all parties involved and expedite approvals.

Transportation of Plans

All work will be done from our Riverside office, which is in close proximity to the City. We already have a delivery service under contract with H&A to transport plans; therefore, for the initial plan review and all subsequent submittals and plan review comments, if possible, we will arrange for services the same day. If the request comes late in the day, the package will either be transported the following morning or sent via Golden State Overnight mail for an early priority delivery. The City will be copied on all plan check comment letters.

- B. Provide required response time to the urgent service requests.
We understand that the City normally requires a two-week turn-around time for initial plan review and all subsequent plan reviews. H&A will make every reasonable attempt to pick up the plan check within 24 hours.
- C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.
If work-hours are lost due unforeseen situations, we are prepared to work overtime and/or assign additional staff to the project to make sure the requested schedule is met.



D. Provide any other relevant information that you believe would benefit City for the requested services.

All work will be done from our Riverside office, which is close proximity to the City. We have staff that live within City limits and also already have a delivery service under contract with H&A to transport plans; therefore the initial plan review and all subsequent submittals and plan review comments, if possible, we will arrange for services the same day.

Also, please note that if, after the initial review, the plan review comments are addressed by the applicant to our complete satisfaction, we will notify all parties and expedite approvals.

Submitted by:

Company Name **Hunsaker & Associates Irvine, Inc.**

Contact Name **Paul R. Huddleston, Jr., PE, PLS**

Title **Principal**

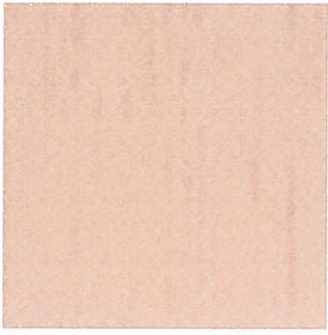
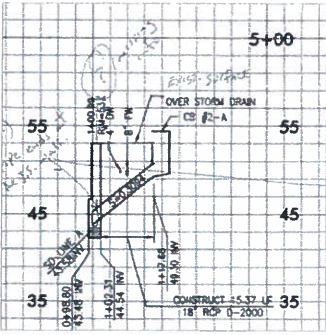
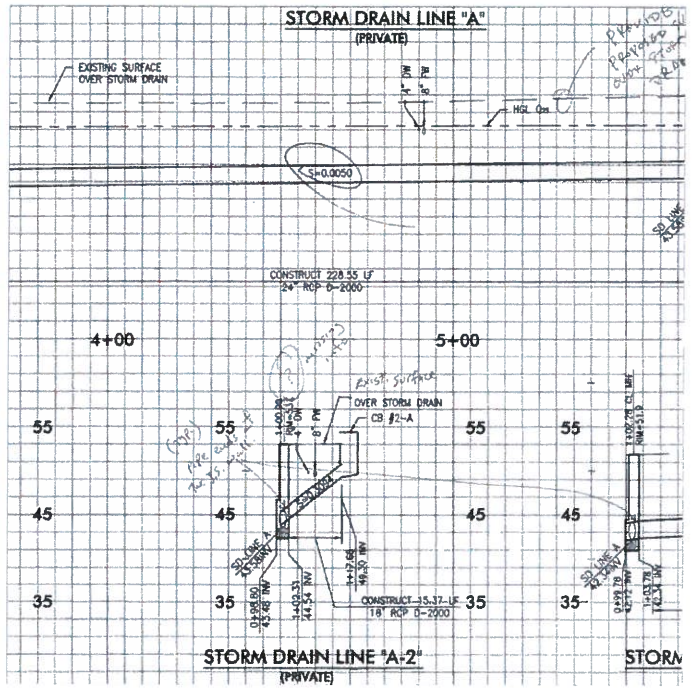
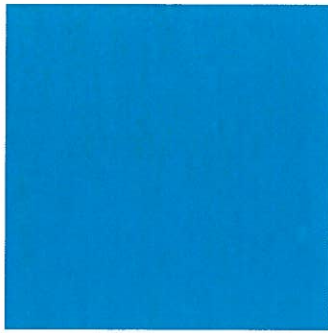
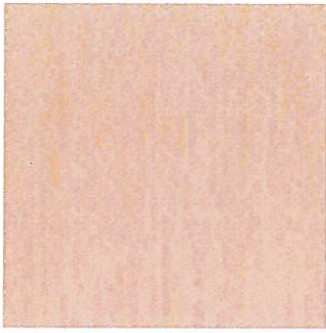
Signature

Email **phuddleston@hunsaker.com**

Phone **951.509-7031**

Date **2/12/2019**

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



Proposal

CITY OF MORENO VALLEY

Professional Services for Engineering Plan Check Consultant Services

RFP # 2018-037

Section 6: Required Forms and Samples

- Attachment B: Special Provisions
- Attachment C: Client References
- Attachment D: Non-Collusion Affidavit



February 12, 2019



Attachment B: Special Provisions

All items below apply to this bid proposal:


Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM: Hunsaker & Associates Irvine, Inc.

SIGNATURE: 

PRINT NAME: Douglas L. Staley, PE

TITLE: President

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- No exceptions taken
- Exception taken to the scope of work or specifications
- Exception taken to indemnification and insurance requirements
- Exception to proposed contract language
- Other

Please explain any of the checked items:

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: Hunsaker & Associates Irvine, Inc. DATE: 2/12/2019

BUSINESS ADDRESS: 2900 Adams Street, Suite A-15, Riverside, CA 92504

SIGNATURE OF REPRESENTATIVE: 

BY: Douglas L. Staley, PE TITLE: President

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

<u>Douglas L. Staley, PE, President</u>	<u>3 Hughes, Irvine, CA 92618</u>
<u>Kris Weber, Corporate Secretary</u>	<u>3 Hughes, Irvine, CA 92618</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

(CONTINUED ON NEXT PAGE)

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



Attachment C: Client References

Hunsaker & Associates Irvine, Inc

(Bidder's Company Name)

1. Client's Company Name:	City of Moreno Valley
Client Address:	14177 Frederick Street Moreno Valley, CA 92552
Contact's Name:	Mr. Vince Giron
Contact's Title:	Associate Engineer
Contact's Telephone & FAX:	T: 951.413.3107
Contact's Email:	vinceg@moval.org
Scope of Services/Products Provided:	On-Call Map Checking Services
Project Completion Date & Value:	2011 - Present
2. Client's Company Name:	Riverside County Transportation Department - Survey Division
Client Address:	4080 Lemon Street, 8th Floor Riverside, CA 92501
Contact's Name:	Mr. Edward Hunt
Contact's Title:	Supervising Land Surveyor
Contact's Telephone & FAX:	T: 951.955.6717
Contact's Email:	edhunt@rctilma.org
Scope of Services/Products Provided:	On-Call Map Checking Services for Riverside Cnty. Transportation Dept. - Survey Division
Project Completion Date & Value:	July 2004 - Present
3. Client's Company Name:	City of Tustin
Client Address:	300 Centennial Way, Tustin, CA 92780
Contact's Name:	Mr. Ken Nishikawa
Contact's Title:	Tustin Legacy Development Services Manager
Contact's Telephone & FAX:	T: 714.573.3389
Contact's Email:	KNishikawa@tustinca.org
Scope of Services/Products Provided:	Land Planning/Entitlement, Grading/ Infrastructure Design & Plan Check Sevices
Project Completion Date & Value:	Plan Checking Services 2012 - Present Design Services 2006 - Present
4. Client's Company Name:	City of Corona
Client Address:	400 S. Vicentia Avenue, Corona, CA 92882
Contact's Name:	Mr. Thomas Koper
Contact's Title:	Principal City Engineer
Contact's Telephone & FAX:	T: 951.736-2266
Contact's Email:	Tom.Koper@CoronaCA.gov
Scope of Services/Products Provided:	On-Call Map Checking Services
Project Completion Date & Value:	August 2014 to Present



Attachment D: Non-Collusion Affidavit

Note: To be executed by Proposer and submitted with proposal.

State of California
(the State of the place of business)

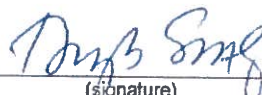
County of Orange
(the County of the place of business)

Douglas L. Staley, PE, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is President of
(title of the person signing this form)

Hunsaker & Associates Irvine, 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: Douglas L. Staley, PE
(name of the person signing this form)

Title: President
(title of the person signing this form)

Notary is required for this bid.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

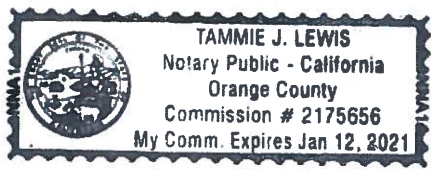
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On Feb. 12, 2019 before me, Tammie J. Lewis, notary public
Date Here Insert Name and Title of the Officer

personally appeared Douglas L. Staley
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Tammie Lewis
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

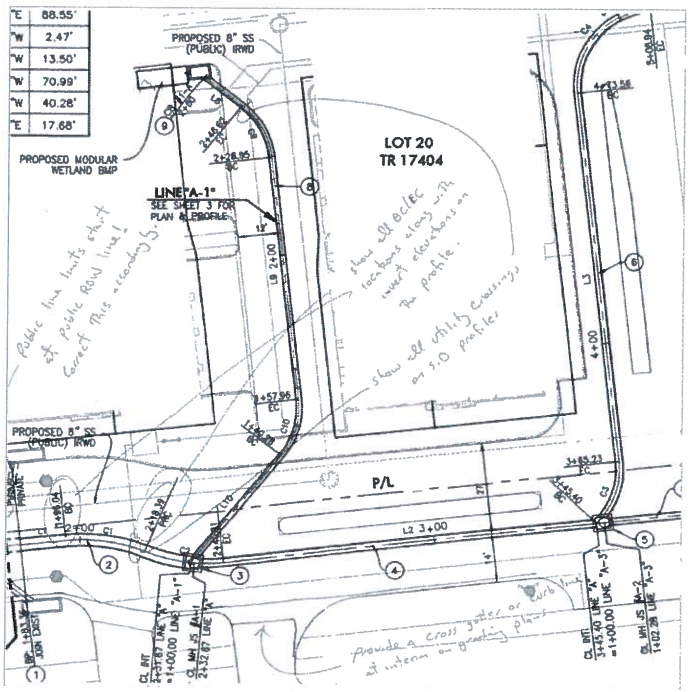
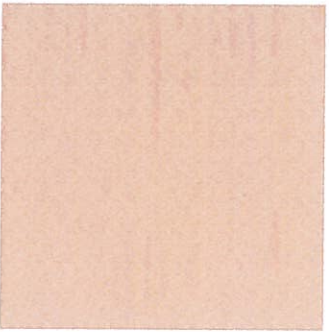
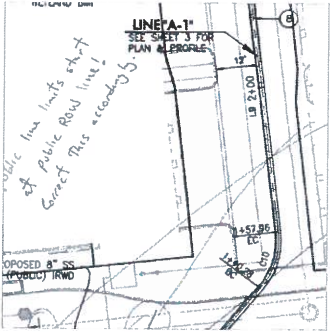
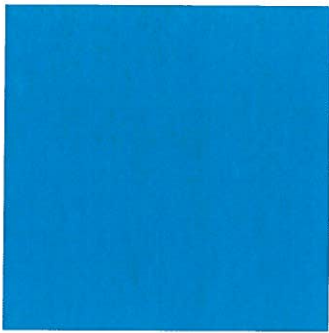
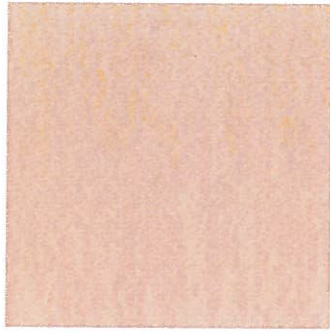
Title or Type of Document: RFP 2018-037 Eng Plan Check Consulting Svc
Document Date: Feb 12, 2019 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



Proposal

CITY OF MORENO VALLEY

Professional Services for Engineering Plan Check Consultant Services

RFP # 2018-037

Section 7: Work Samples



February 12, 2019

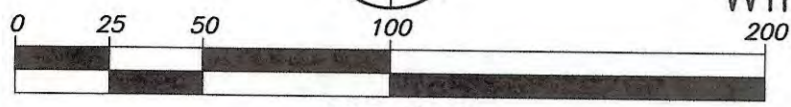
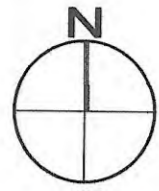
IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP NO. 36449

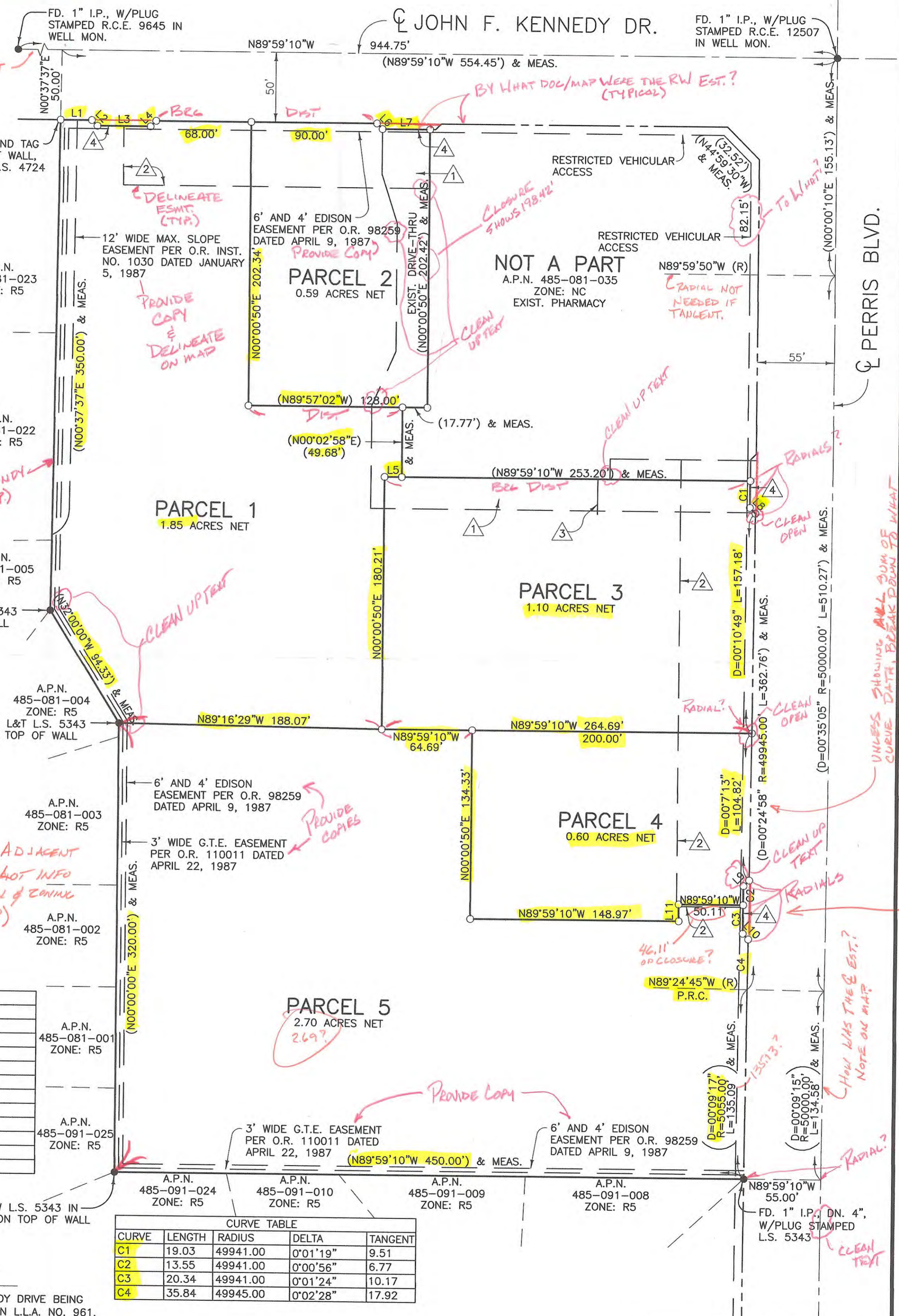
BEING A SUBDIVISION OF A PORTION OF LOT 123 OF TRACT NO. 19210, AS SHOWN BY MAP ON FILE IN BOOK 164, PAGES 49 TO 53 INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALSO LYING IN SEC. 19, T.3 S., R.3 W., S.B.M.

WINCHESTER ASSOCIATES INC.

JUNE 2012



SCALE: 1"=50'



IF SHOWING E.O.F. EASEMENT, SHOW WITH & LINE TYPE
ALL EASEMENTS NEED TO BE DELINEATED WITH BEG/DIST DATA OR WIDTH DATA. ALSO USE SHORTER DASH FOR SIDE LINES OF EASEMENTS.
CHANGE "RESTRICTED VEHICULAR ACCESS" FROM [diagram] TO [diagram] DO NOT SHOW ON N.A.P. OR ACCESS ENTRANCES.
HEAVY BOLD (TYP)

SHOW ADJACENT TRACT, & LOT INFO NOT APN & ZONING (TYP.)

PROVIDE COPIES

PROVIDE COPY

HOW WAS THE EST. NOTE ON MAP

UNLESS SHOWING A FULL SUM OF CURVE DATA, BREAK DOWN TO WHAT IS SHOWN (00'07'15" + 00'10'49")

LINE	LENGTH	BEARING
L1	22.42	N89°59'10"W
L2	5.66	N44°59'10"W
L3	38.00	N89°59'10"W
L4	5.66	N45°00'50"E
L5	12.30	N89°59'10"W
L6	5.66	N44°59'10"W
L7	34.00	N89°59'10"W
L8	5.65	N44°50'30"W
L9	5.66	N45°29'55"E
L10	5.66	N44°27'28"W
L11	12.00	N00°00'50"E

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	19.03	49941.00	0°01'19"	9.51
C2	13.55	49941.00	0°00'56"	6.77
C3	20.34	49941.00	0°01'24"	10.17
C4	35.84	49945.00	0°02'28"	17.92

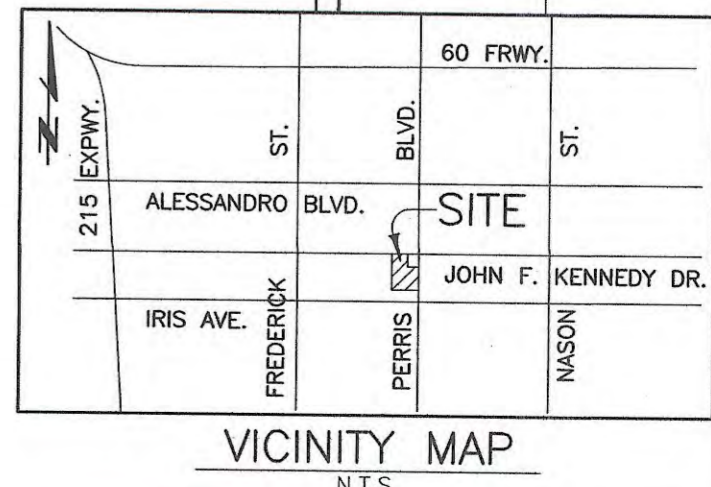
BASIS OF BEARING

THE CENTERLINE OF JOHN F. KENNEDY DRIVE BEING NORTH 89°59'10" WEST AS SHOWN ON L.L.A. NO. 961, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

SURVEYOR'S NOTES:

- - INDICATES FOUND MONUMENT AS NOTED.
- - INDICATES SET 1 1/4" I.P. WITH L.S. 4724 PLUG, FLUSH, UNLESS INDICATED OTHERWISE.
- SET NAIL AND TAG STAMPED L.S. 4724 ON TOP OF CURB AT THE PROLONGATION LOT LINES FOR FRONT LOT CORNERS
- THIS TRACT CONTAINS 2 ACRES, NET A.P.N. 2
- () RECORD PER L.L.A. NO. 961, INSTR. NO. 2005-0386304
- MONUMENTS SHALL BE SET / INSTALLED PER CITY OF MORENO VALLEY STANDARD PLAN 601 SERIES

- △ 1 RECIPROCAL ACCESS EASEMENT PER INSTR. NO. 2006-0405874
- △ 2 CENTERLINE OF A 30 FOOT WIDE RECIPROCAL ACCESS EASEMENT PER INSTR. NO. 2006-0405874
- △ 3 CENTERLINE OF A 6 FOOT WIDE EASEMENT TO S.C.E. PER INSTR. NO. 2006-0395330
- △ 4 RIGHT OF WAY EASEMENT TO THE CITY OF MORENO VALLEY PER INSTR. NO. 2006-0643463



THIS ONLY DEDICATED 2 PARCELS ADD STREE DOC & NOTE WHICH GOES TO WHICH,

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH PROFESSIONAL CONSULTANT)

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 32556

BEING A SUBDIVISION OF A PORTION OF LOT 5, BLOCK 3 OF RIVERSIDE ALFALFA ACRES, AS SHOWN BY MAP ON FILE IN BOOK 8 OF MAPS, PAGE 21, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, IN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN.
HIGH DESERT MAPPING AUGUST, 2012

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2012 AT _____ M., IN BOOK _____ OF MAPS, AT PAGES _____ AT THE REQUEST OF THE CITY CLERK OF THE CITY OF MORENO VALLEY.

NO. _____
FEE: _____
LARRY W. WARD, ASSESSOR-COUNTY CLERK-RECORDER

BY: _____, DEPUTY

SUBDIVISION GUARANTEE:
ORANGE COAST TITLE COMPANY

OWNERS STATEMENT

I HEREBY STATE THAT I AM THE OWNER OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT I AM THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT I CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

I HERBY DEDICATE TO THE PUBLIC, USE FOR STREET AND PUBLIC UTILITY PURPOSES, "A" STREET AND CLOVER AVENUE. **"B" STREET**

THE OWNERS OF LOTS 1, 2, 3, 28, 29 AND 30, ABUTTING HEACOCK STREET AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

EVERADO CORTEZ, TRUSTEE OF THE EVERADO CORTEZ REVOCABLE LIVING TRUST
What about "CITY LANDSCAPE & MAINTENANCE EASEMENT" and the "DRAINAGE EASEMENT". Should also be dedicating a portion of HEACOCK STREET to the City of Moreno Valley per this map.
EVERADO CORTEZ, TRUSTEE

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)SS
COUNTY OF _____)

ON _____ BEFORE ME, _____, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER THE PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____
NOTARY PUBLIC IN AND FOR SAID STATE

PRINT NAME _____

Will the street coming off of HEACOCK have a different name than the one for "A" Street? If so,

Same as OWNER'S STATEMENT, add easements being granted to the city here. Wording should be similar in both statements.

ADD COMMA

Add "EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES" here.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____

(SEE COMMENTS IN LETTER)

DATED: _____

DON KENT, COUNTY TAX COLLECTOR

BY: _____
DEPUTY

ADD COMMA

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE AMOUNT OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

(SEE COMMENT LETTER)

DATED: _____

CASH TAX BOND
DON KENT
COUNTY TAX COLLECTOR

KECIA HARPER-IHEM
CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

BY: _____
DEPUTY

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DULY APPROVES THIS FINAL MAP.

AND DO ALSO ACCEPT ON BEHALF OF THE CITY OF MORENO VALLEY:

THE PEDESTRIAN AND VEHICULAR ABUTTERS ACCESS RIGHTS ALONG HEACOCK AVENUE AS RELINQUISHED AND RELEASED.

I ALSO HEREBY CERTIFY THAT APPROVAL OF SUBJECT MAP IS PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

JANE HALSTEAD,
CITY CLERK OF THE CITY OF MORENO VALLEY

DATE: _____

SIGNATURE OMISSIONS:

THE SIGNATURE OF CALIFORNIA ELECTRIC POWER COMPANY AND CALIFORNIA WATER AND TELEPHONE COMPANY, THE OWNERS OF AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES, AS RECORDED SEPTEMBER 29, 1961 IN BOOK 2991, PAGE 284, OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT. ITS INTEREST CANNOT RIPEN INTO A FEE. SAID EASEMENT CANNOT BE LOCATED OF RECORD.

REVISE PER ATTACHMENT & ADD MISSING EASEMENTS (SEE LETTER)

SURVEYOR'S STATEMENT

(SEE ATTACHMENT)

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF TWO (2) SHEETS CORRECTLY REPRESENTS A FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF EVERADO CORTEZ IN AUGUST, 2012, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATED: _____

DAVID B. WARREN, L.S. 8244
EXPIRATION DATE: 12/31/2013



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF THE _____ MAP AS FILED AND APPROVED BY THE CITY OF MORENO VALLEY CITY COUNCIL, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL KNOWN PROVISIONS OF THE STATE LAW AND CITY REGULATIONS APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

AHMAD ANSARI, R.C.E. 51318
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

DATE _____

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE TRACT MAP AND AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

PAUL R. HUDDLESTON JR., P.L.S. 7083
AUTHORIZED AGENT OF THE CITY ENGINEER
CITY OF MORENO VALLEY

DATE _____

SOILS REPORT

A GEOTECHNICAL REPORT WAS PREPARED ON THE [ENTER DATE] OF [ENTER MONTH], [YEAR] AS REQUIRED BY THE HEALTH AND SAFETY CODE OF CALIFORNIA BY [ENTER NAME OF R.C.E. OR GEOTECHNIC ENGINEER NAME AND NUMBER] OF [NAME OF COMPANY]. REPORT IS ON FILE IN THE OFFICE OF MORENO VALLEY BUILDING AND SAFETY DEPARTMENT.

19 4941 - 157 -PC - TRACT CONSULTANT

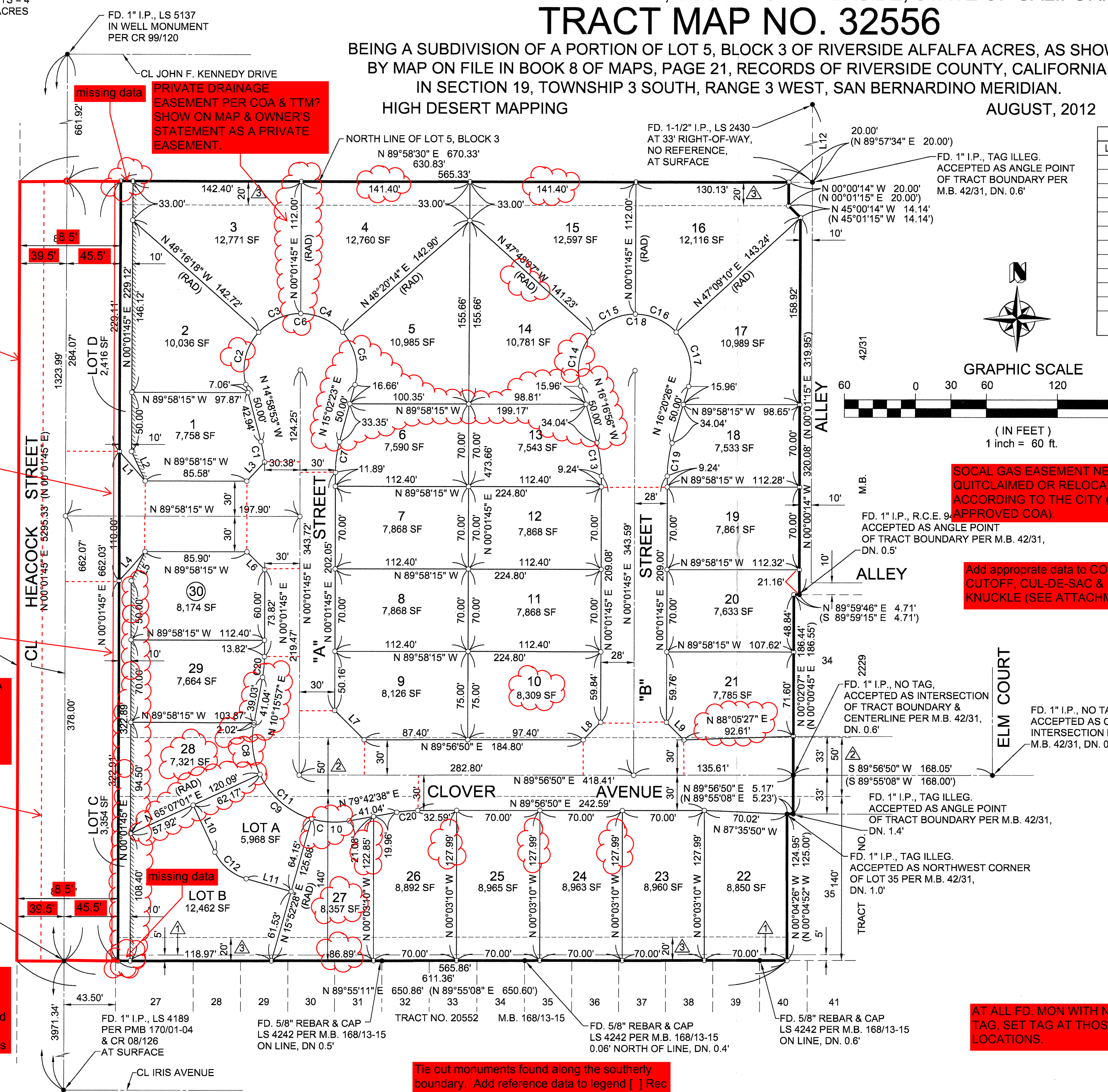
NO. OF LOTS = 30
NO. OF LETTERED LOTS = 4
GROSS AREA = 7.98 ACRES

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TRACT MAP NO. 32556

BEING A SUBDIVISION OF A PORTION OF LOT 5, BLOCK 3 OF RIVERSIDE ALFALFA ACRES, AS SHOWN BY MAP ON FILE IN BOOK 8 OF MAPS, PAGE 21, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, IN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN.

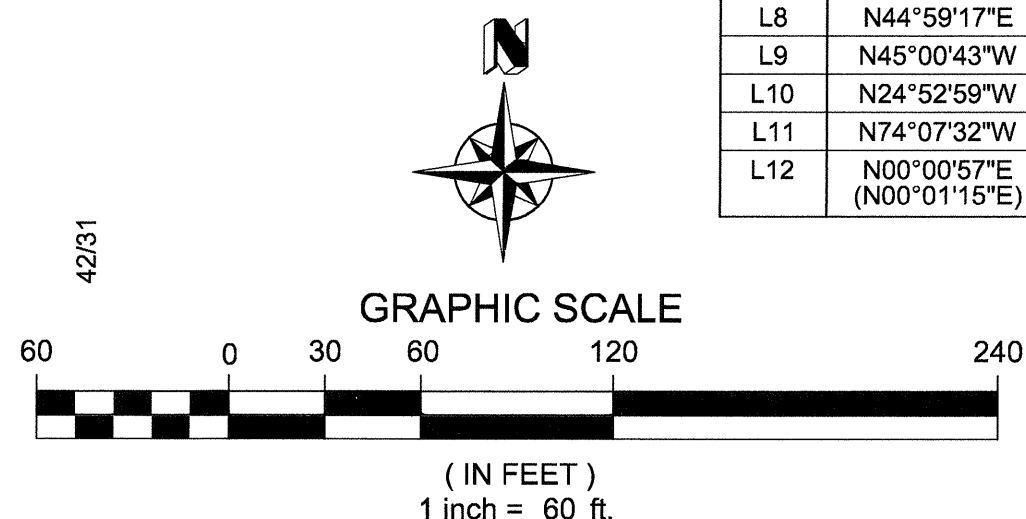
HIGH DESERT MAPPING

AUGUST, 2012



LINE	BEARING	LENGTH
L1	N40°39'59"W	32.97'
L2	N24°40'24"W	27.52'
L3	N42°32'27"E	22.11'
L4	N40°43'29"E	32.97'
L5	N24°43'54"E	27.52'
L6	N44°58'15"W	21.21'
L7	N45°00'43"W	35.33'
L8	N44°59'17"E	21.23'
L9	N45°00'43"W	21.20'
L10	N24°52'59"W	43.93'
L11	N74°07'32"W	39.62'
L12	N00°00'57"E (N00°01'15"E)	628.66' (628.49')

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	100.00'	10°02'03"	17.51'	8.78'
C2	48.00'	56°42'37"	47.51'	25.90'
C3	48.00'	48°18'03"	40.46'	21.52'
C4	48.00'	48°02'24"	40.25'	21.39'
C5	48.00'	56°58'15"	47.73'	26.05'
C6	48.00'	210°01'19"	175.95'	N/A
C7	100.00'	15°00'38"	26.20'	13.17'
C8	70.00'	35°09'01"	42.94'	22.17'
C9	70.00'	49°14'33"	60.16'	32.08'
C10	70.00'	26°09'55"	31.97'	16.27'
C11	76.00'	110°33'30"	135.07'	101.01'
C12	42.00'	49°14'33"	36.10'	19.25'
C13	100.00'	16°18'41"	28.47'	14.33'
C14	48.00'	58°12'35"	48.77'	26.72'
C15	48.00'	48°06'07"	40.30'	21.42'
C16	48.00'	47°07'25"	39.48'	20.93'
C17	48.00'	59°11'16"	49.59'	27.26'
C18	48.00'	212°37'23"	178.13'	N/A
C19	100.00'	16°18'41"	28.47'	14.33'
C20	100.00'	10°14'12"	17.87'	8.96'



EASEMENT NOTES: ADD MISSING EASEMENTS (PROPOSED)

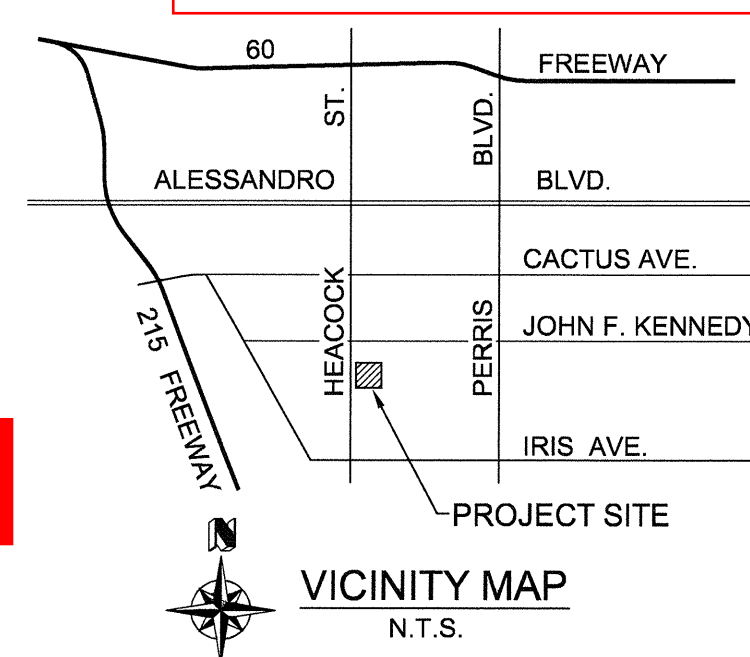
- POLE LINES AND INCIDENTAL PURPOSES EASEMENT OF UNDISCLOSED WIDTH TO CALIFORNIA ELECTRIC POWER COMPANY PER BK. 1467, PG. 216, O.R.
- 50' WIDE GAS LINE EASEMENT TO SOUTHERN CALIFORNIA GAS COMPANY PER BK. 1342, PG. 508, O.R.
- 20' WIDE ROAD, SEWER AND WATER EASEMENT TO EASTERN MUNICIPAL WATER DISTRICT PER INST. NO. 81-108486, O.R.

BASIS OF BEARINGS:

THE CENTERLINE OF HEACOCK STREET BEING NORTH 0°01'45" EAST AS SHOWN ON M.B. 42/31, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SURVEYOR'S NOTES:

- INDICATES MONUMENT FOUND AS NOTED
- INDICATES SET 1" I.P. WITH BRASS TAG STAMPED L.S. 8244, FLUSH
- (XXX) INDICATES RECORD DATA PER TRACT NO. 2229 M.B. 42/31
- INDICATES RESTRICTED ABUTTERS RIGHTS OF ACCESS
- (RAD) INDICATES RADIAL BEARING
- MONUMENTS SHALL BE SET / INSTALLED PER CITY OF MORENO VALLEY STANDARD PLAN 601 SERIES



(MONUMENTS TO BE SET PER CITY STD. ALL CL WILL BE WELL MONUMENTS WITH EITHER TYPE "A" OR "B" PER STD. 601B. SEE CITY STD. SEE COMMENT LETTER FOR ADDITIONAL INFORMATION)

missing data
PRIVATE DRAINAGE EASEMENT PER COA & TTM? SHOW ON MAP & OWNER'S STATEMENT AS A PRIVATE EASEMENT.

BDY PER TITLE? (SEE COMMENTS LETTER)

2' dedication of Heacock required

E'ly line of 65' esmt (81-108486 & 97-153047)

LOTS "C" & "D" IN THE COA STATE THEY ARE A CITY LANDSCAPE EASEMENT, SHOW ON MAP, OWNER'S STATEMENT AND CITY CLERK'S STATEMENT.

20' to old CL

FD. CONCRETE NAIL AT INTERSECTION OF TRACT BOUNDARY & CENTERLINE & NO REFERENCE

Note: Lot A should also be labeled as having a "Maintenance Easement in favor of the City" over it and be added to the Owner's and City Clerk's Statements

SOCAL GAS EASEMENT NEEDS TO BE QUITCLAIMED OR RELOCATED ACCORDING TO THE CITY (SEE APPROVED COA).

Add appropriate data to CORNER CUTOFF, CUL-DE-SAC & KNUCKLE (SEE ATTACHMENTS)

AT ALL FD. MON WITH NO TAG, SET TAG AT THOSE LOCATIONS.

Tie out monuments found along the southerly boundary. Add reference data to legend [] Rec per Tr 20552, M.B. 168/13-15.

GENERAL IMPROVEMENT NOTES

- 1. ALL WORK CALLED FOR ON THE PLANS SHALL BE IN COMPLIANCE WITH CURRENT CITY STANDARD PLANS ADOPTED BY THE CITY COUNCIL.
2. A CONSTRUCTION PERMIT MUST BE OBTAINED FROM THE LAND DEVELOPMENT DIVISION...
3. AN ENCROACHMENT PERMIT IS REQUIRED IN ALL CASES WHERE WORK WILL INTERFERE WITH EITHER VEHICULAR OR PEDESTRIAN TRAFFIC.
...
19. HOURS OF OPERATION ARE 7:00 AM - 6:00 PM MONDAY - FRIDAY, SATURDAYS, BY PRIOR APPOINTMENT ONLY...

DECLARATION OF ENGINEER OF RECORD

I HEREBY DECLARE THAT THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF DESIGN OF THESE IMPROVEMENTS, I ASSUME FULL RESPONSIBLE CHARGE FOR SUCH DESIGN...

I ALSO HEREBY DECLARE THAT I HAVE COMPARED THESE PLANS WITH ALL APPLICABLE ADA TITLE II AND TITLE 24 REQUIREMENTS FOR DISABILITY ACCESS FOR THIS PROJECT, AND THESE PLANS ARE IN FULL COMPLIANCE WITH THOSE REQUIREMENTS.

Underground Service Alert
Call: TOLL FREE 1-800-227-2600
WWW.CALL811.COM
TWO WORKING DAYS BEFORE YOU DIG

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR...

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFOTNIA

TRACT NO. 31592 (REVISED) STREET IMPROVEMENT PLANS

STREET IMPROVEMENT NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM THE CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.
2. THE DEVELOPER SHALL INSTALL STREET NAME SIGNS CONFORMING TO THE APPROPRIATE CITY STANDARDS.
...
27. STREETS SHALL BE DESIGNED TO HAVE A 1% MINIMUM CENTERLINE (LONGITUDINAL) SLOPE UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.



SHEET INDEX MAP SCALE: 1"=300'

GENERAL NOTES

- 1. ALL "WET" UTILITIES (SUCH AS SEWER, WATER, STORM DRAIN), "DRY" UTILITIES (SUCH AS ELECTRICAL, TELEPHONE, CABLE, GAS) AND LANDSCAPE SLEEVES SHALL BE INSTALLED PRIOR TO STREET PAVING.
2. OTHER PLANS RELATED TO THIS TRACT: SEWER AND WATER IMPROVEMENT PLANS
...
7. ALL STREET LIGHTS TO BE PAID BY THE DEVELOPER.

OWNER/ APPLICANT/ DEVELOPER

CV COMMUNITIES, LLC, MR. ADAM SMITH
CONTACT NAME
1900 QUAIL ST. NEWPORT BEACH, CA 92660
ADDRESS
(949) 258-7519
PHONE
ADAM@CITYVENTURES.COM
E-MAIL

ENGINEERING FIRM

WINCHESTER ASSOCIATES, INC. MR. DAVID SLAWSON
CONTACT NAME
23640 TOWER ST., STE 3, MORENO VALLEY, CA 92555
ADDRESS
(951) 924-5425
PHONE
SLAWSON@WAI-ENG.COM
E-MAIL

NOTES

SITE ACREAGE
GROSS ACREAGE 203.52 ACRES
NET DEVELOPED AND FUEL MODIFICATION ACREAGE 64.65 ACRES
NATURAL OPEN SPACE 138.87 ACRES

LAND USE AND ZONING
CURRENT GENERAL PLAN R-3 AND OS
CURRENT ZONING R-3 AND OS
EXISTING LAND USE VACANT
PROPOSED LAND USE SINGLE-FAMILY RESIDENTIAL

TOPOGRAPHY
FIELD TOPOGRAPHY PROVIDED BY XXX
ON XXX FILL IN INFORMATION

LEGAL DESCRIPTION
THE EASTERLY RECTANGULAR 660 FEET OF THE NORTHERLY RECTANGULAR 1320 FEET OF THE S.E. 1/4 OF SEC.30, T.2S., R.3W., S.B.M. THE EASTERLY RECTANGULAR 660 FEET OF THE N.E. 1/4 OF SEC.30, T.2S., R.3W., S.B.M. A PORTION OF THE WEST HALF OF SEC.29, T.2S., R.3W., S.B.M.

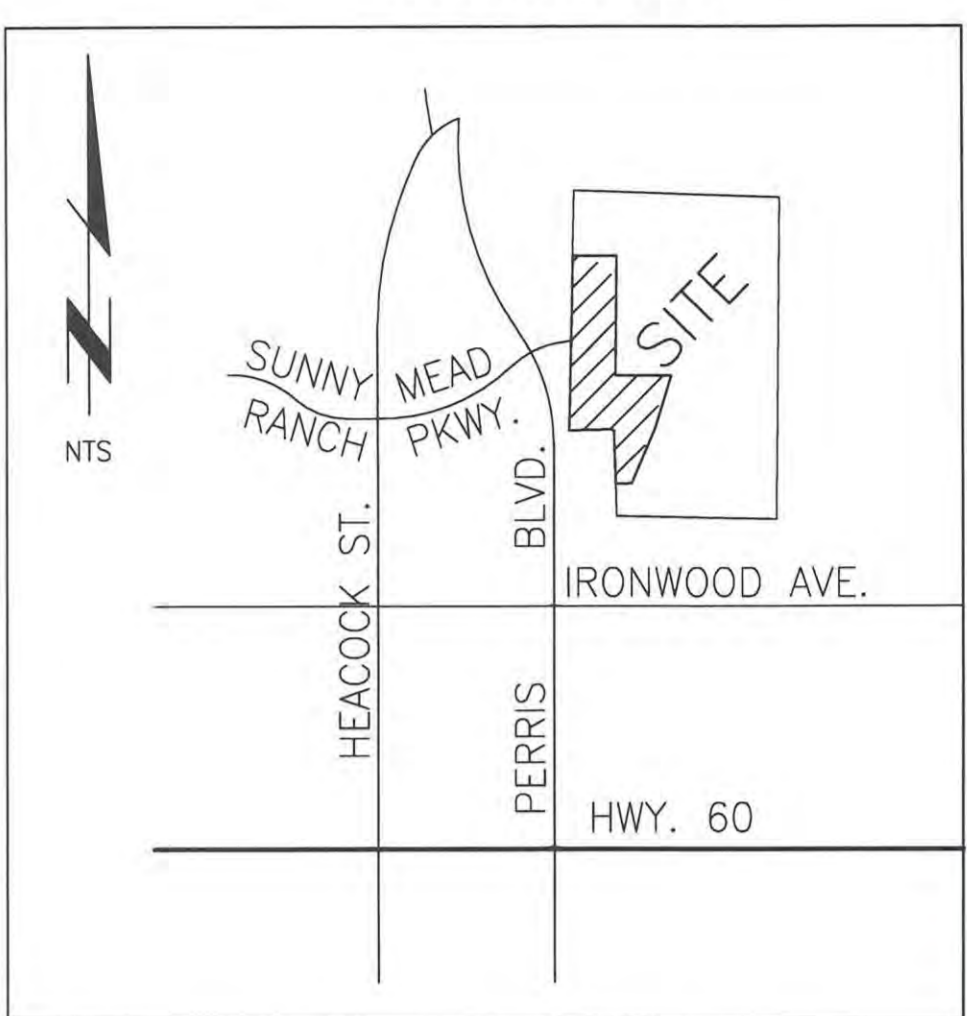
FEMA FLOODZONE DESIGNATION
THE SUBJECT SITE IS IN ZONE X. PER FEMA FLOOD INSURANCE PANEL NO. 065074-0010A, AND IS NOT IN THE 100 YEAR FLOOD PLAIN.

SCHOOL DISTRICT
MORENO VALLEY UNIFIED SCHOOL DISTRICT

UTILITY COMPANIES EMERGENCY NUMBERS

Table with 2 columns: UTILITY COMPANIES and EMERGENCY NUMBERS. Includes entries for SEWER & WATER, GAS, and TELEPHONE with their respective contact numbers.

VICINITY MAP



IMPROVEMENT PLANS

SHEET INDEX

Table with 2 columns: DESCRIPTION and SHEET NO. Lists items like TITLE SHEET, DETAIL SHEET, STREET - PLAN & PROFILES, etc.

GEOTECH AND GEOLOGIST CERTIFICATION

THIS GRADING PLAN HAS BEEN REVIEWED BY THE UNDERSIGNED AND FOUND TO BE IN CONFORMANCE WITH THE RECOMMENDATIONS AS OUTLINED IN THE FOLLOWING SOILS AND GEOLOGICAL REPORT FOR THIS PROJECT.

PRELIMINARY GEOTECHNICAL INVESTIGATION TENTATIVE TRACT 31592, CITY OF MORENO VALLEY
REPORT TITLE:
REPORT DATE: SEPTEMBER 16, 2013
FIRM NAME: ALTA CALIFORNIA GEOTECHNICAL, INC.
BY: [Signature] DATE:

THE GRADING AND/OR IMPROVEMENT PLANS ARE APPROVED FOR A PERIOD OF TWO (2) YEARS FROM THE DATE SIGNED BY THE CITY ENGINEER. AFTER THE TWO (2) YEAR PERIOD HAS LAPSED, THE ENGINEER OF RECORD MAY BE REQUIRED TO SUBMIT AND PROCESS FOR CITY ENGINEER APPROVAL, UPDATED PLANS THAT COMPLY WITH THE MOST CURRENT CITY STANDARDS, PRACTICES AND POLICIES.

WDID No: XXX
WQMP No: XXX
DATE OF PLAN PREPARATION: 08-28-2014

Table with columns: BENCHMARK, BASIS OF BEARING, REVIEW BY CITY STAFF. Includes location details and a note 'INCLUDE BASIS OF BEARING'.

Table with columns: MARK, DATE, INITIAL, DESCRIPTION, REC., APPR., DATE. Includes a 'REVISION' entry.

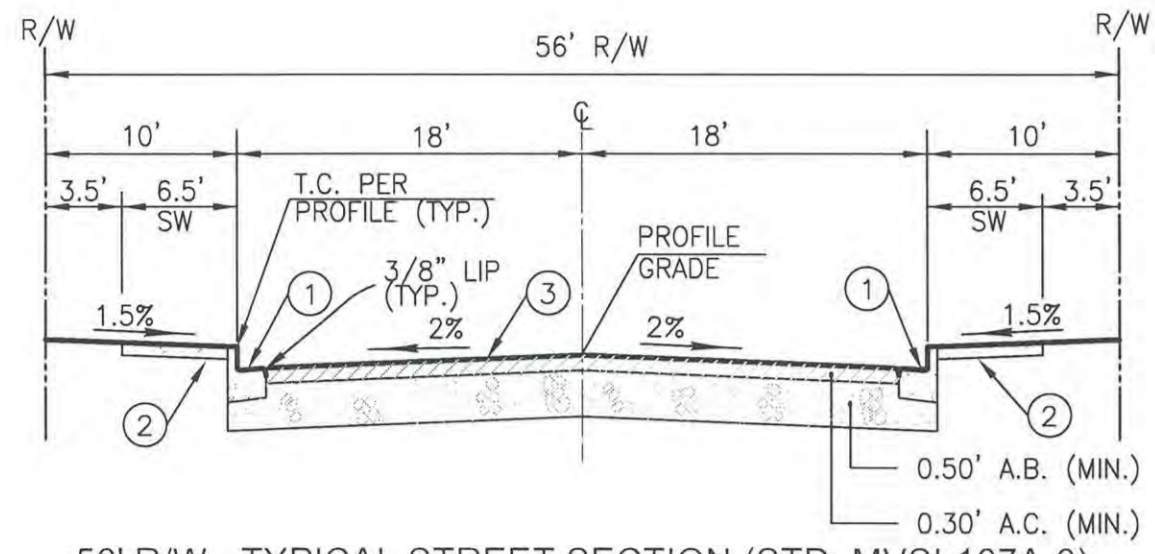
CITY OF MORENO VALLEY APPROVALS
RECOMMENDED: PREM KUMAR, DEPUTY PW DIR/ASSISTANT CITY ENGINEER
APPROVED: AHMAD R. ANSARI, PUBLIC WORKS DIRECTOR/CITY ENGINEER



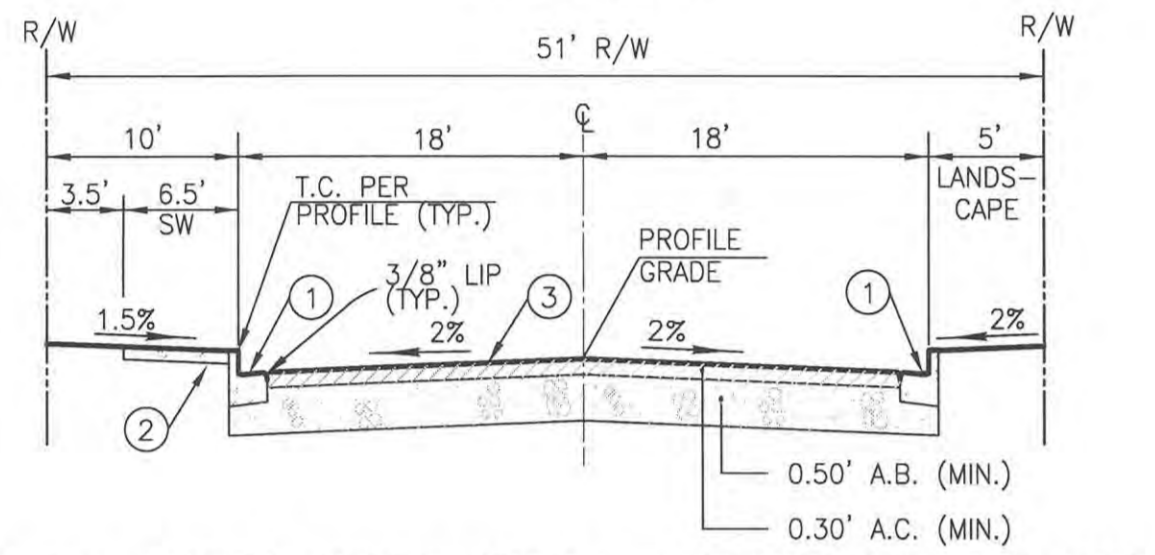
Winchester Associates, Inc. ENGINEERING • LAND SURVEYING
23640 TOWER ST., SUITE 3 MORENO VALLEY, CA. 92553 (951) 924-5425
UNDER THE SUPERVISION OF: MARIELA ANGUELOV, R.C.E. #75563 (EXP. 06/30/2016)

CITY OF MORENO VALLEY
TRACT MAP 31592 (REVISED)
STREET IMPROVEMENT PLANS
TITLE SHEET
SHEET 1 OF 29
CITY ID No: 5175

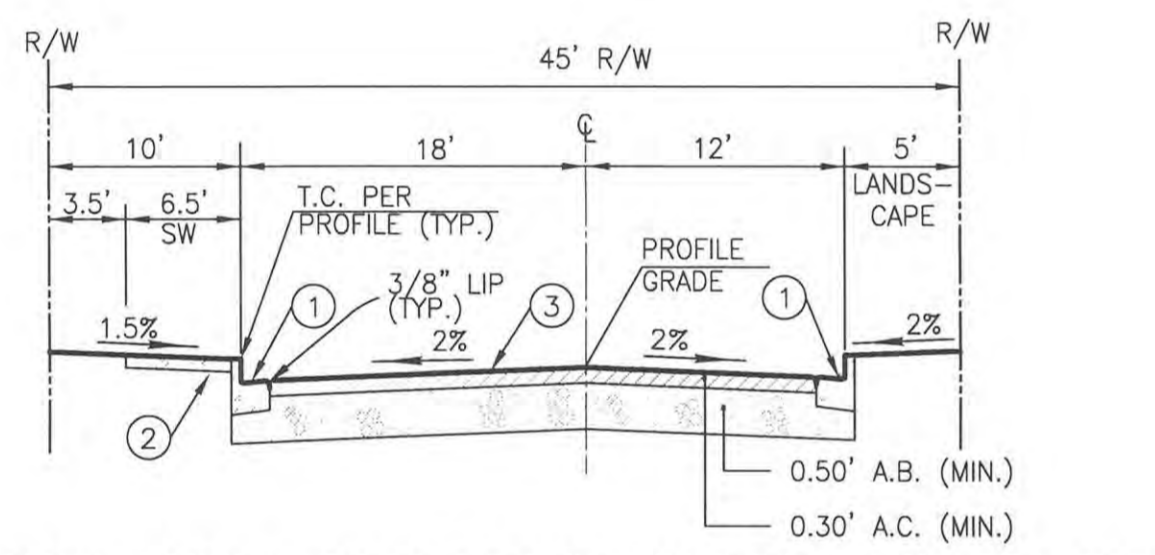
Attachment: Plan Check Consultant Agreement - Hunsaker (8523) - AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH PROFESSIONAL CONSULTANT



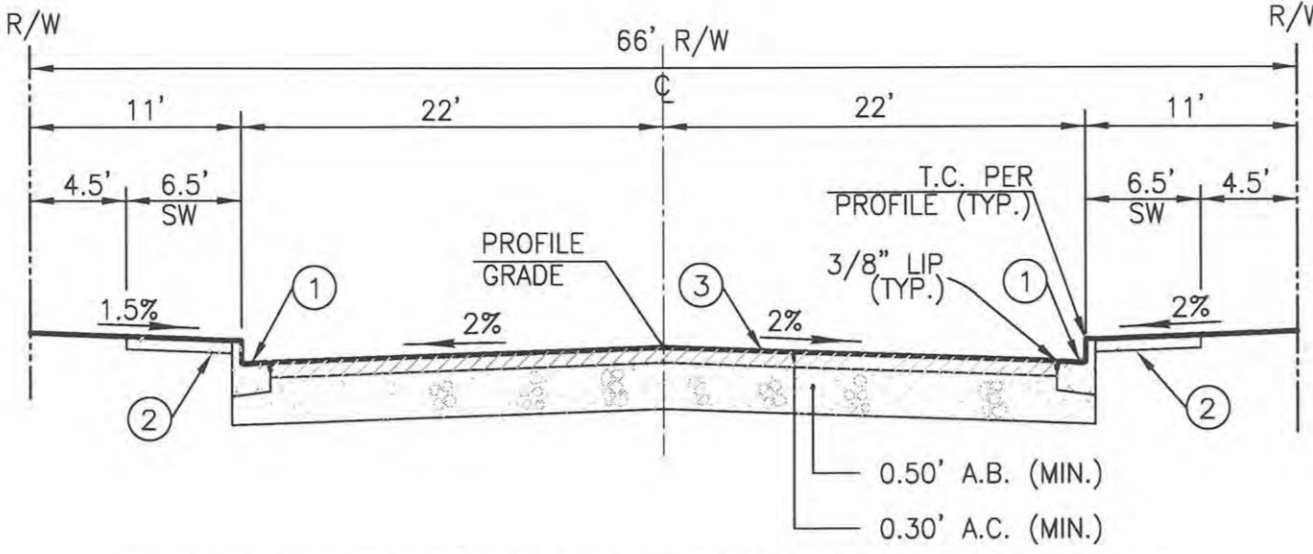
56' R/W - TYPICAL STREET SECTION (STD. MVS1-107A-0)
STREET "A", STREET "B", STREET "C", STREET "D", STREET "E",
STREET "F", STREET "I", STREET "J", AND
CLOUD HAVEN DRIVE FROM STA. 28+50 TO 36+41
T.I.=6
SCALE:
H: 1"=10' V: 1"=4'



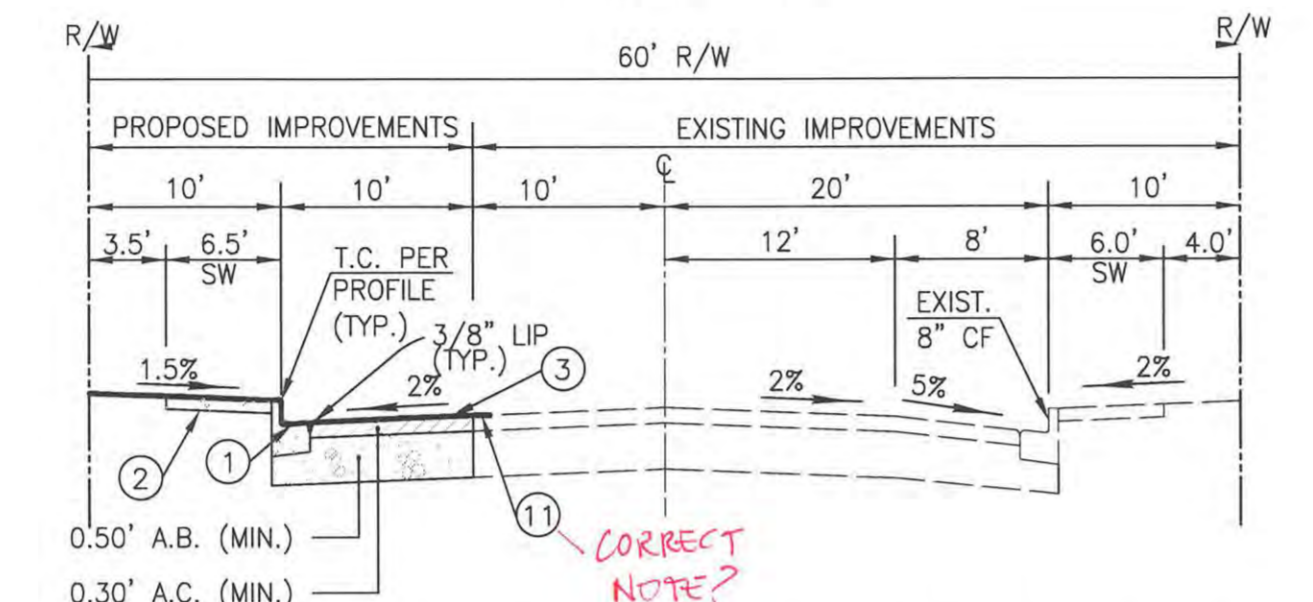
51' R/W - TYPICAL STREET SECTION (MODIFIED STD. MVS1-107A-0)
STREET "G"
T.I.=6
SCALE:
H: 1"=10' V: 1"=4'



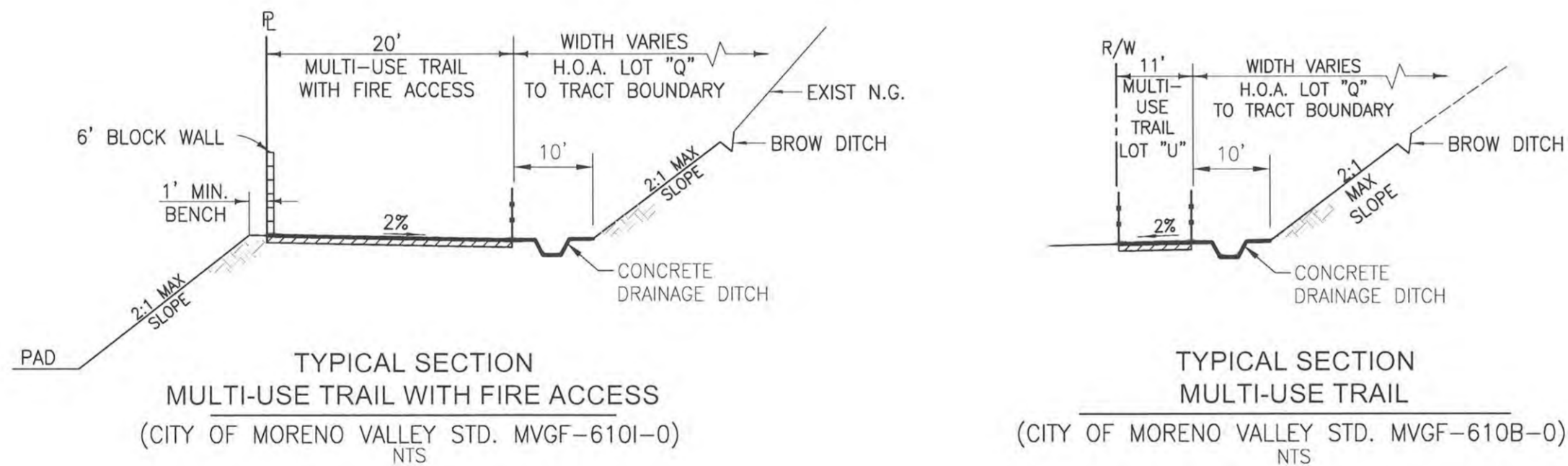
45' R/W - TYPICAL STREET SECTION (MODIFIED STD. MVS1-107A-0)
CLOUD HAVEN DRIVE STA. 13+50 TO STA. 28+50
T.I.=6
SCALE:
H: 1"=10' V: 1"=4'



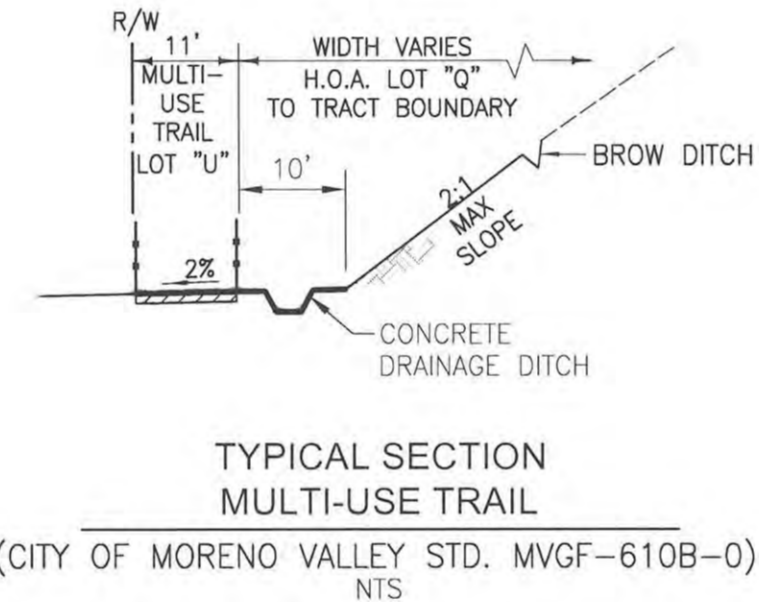
66' R/W - TYPICAL STREET SECTION (STD. MVS1-106B-0)
COVEY ROAD
T.I.=7
SCALE:
H: 1"=10' V: 1"=4'



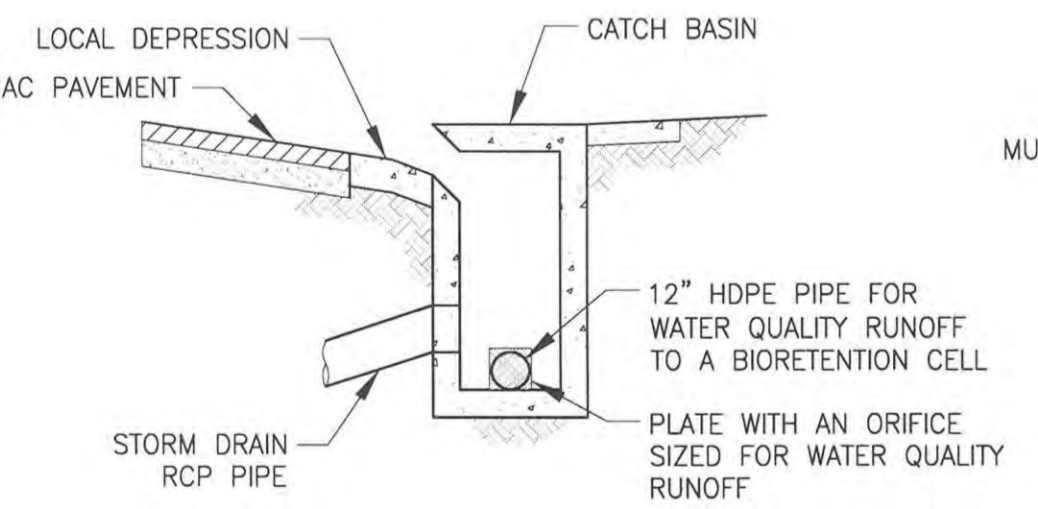
60' R/W - TYPICAL STREET SECTION (MODIFIED STD. MVS1-107A-0)
MANZANITA AVENUE STA. 15+30 TO 20+27
T.I.=6
SCALE:
H: 1"=10' V: 1"=4'



TYPICAL SECTION
MULTI-USE TRAIL WITH FIRE ACCESS
(CITY OF MORENO VALLEY STD. MVGF-610I-0)
NTS

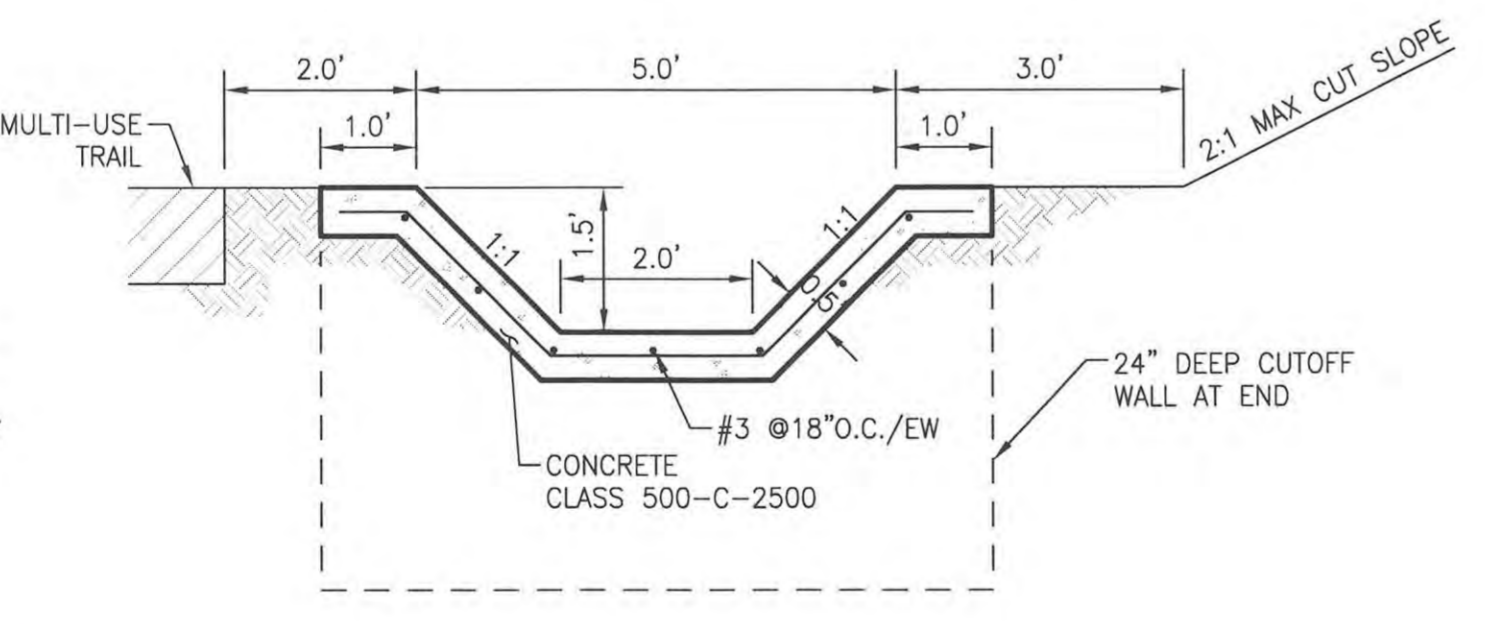


TYPICAL SECTION
MULTI-USE TRAIL
(CITY OF MORENO VALLEY STD. MVGF-610B-0)
NTS



MODIFIED CURB INLET DETAIL
(CITY OF MORENO VALLEY STD. MVFV-300A-0
OR RCFC&WCD STD. DWG CB100)
NTS

WHY TWO STANDARDS?



CONCRETE DRAINAGE DITCH DETAIL
SCALE: 1"=2'

STREET IMPROVEMENTS		
CONSTRUCTION NOTES AND QUANTITIES	UNIT	QUANTITY
1 CONSTRUCT TYPE 6 INTEGRAL CURB AND GUTTER PER CITY OF MORENO VALLEY STD. PLAN MVS1-120A-0	LF	17,385
2 CONSTRUCT SIDEWALK PER CITY OF MORENO VALLEY STD. PLAN MVS1-115A-0	SF	77,150
3 CONSTRUCT 0.30' A.C. OVER 0.50' CLASS II BASE.	SF	289,000
4 CONSTRUCT CROSS GUTTER AND SPANDREL PER CITY OF MORENO VALLEY STD. PLAN MVS1-127-0 (W=8')	SF	2,800
5 CONSTRUCT ACCESS RAMP TYPE I PER CITY OF MORENO VALLEY STD. PLAN MVS1-114A-0	EACH	19
6 INSTALL RESIDENTIAL AND COLLECTOR LIGHTING PER CITY OF MORENO VALLEY STD. PLAN MVL-400A-0 (9500 LUMENS).	EACH	56
7 CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH PER CITY OF MORENO VALLEY STD. PLAN MVS1-111A-0 (X=4', W=16'). REFER TO PRECISE GRADING PLAN.	SF	36,300
8 CONSTRUCT LOCAL DEPRESSION No.2 PER RCFC&WCD STD. DWG. NO. LD201, CASE "b"	LF	210
9 CONSTRUCT LOCAL DEPRESSION No.2 PER RCFC&WCD STD. DWG. NO. LD201, CASE "c"	LF	164
10 SAWCUT 1", GRIND 2.0"x0.10" DEEP SECTION OF EXISTING A.C. AND OVERLAY. PLACE 24" OF GEOGRID CENTERED ON JOIN.	LF	570
11 CONSTRUCT MULTI-USE TRAIL PER CITY OF MORENO VALLEY STD. PLAN MVGF-610B-0.	LF	2,050
12 CONSTRUCT MULTI-USE TRAIL WITH FIRE ACCESS PER CITY OF MORENO VALLEY STD. PLAN MVGF-610I-0.	LF	1,943
13 CONSTRUCT CONCRETE DRAINAGE DITCH PER DETAIL ON THIS SHEET.	LF	2,820
14 INSTALL GATE XXXXXXXX	LF	6
15		
16		

DETAIL

STORM DRAIN IMPROVEMENTS		
CONSTRUCTION NOTES AND QUANTITIES	UNIT	QUANTITY
20		
21 INSTALL 36" RCP (D-LOAD PER PLAN).	LF	4055
23 INSTALL 30" RCP (D-LOAD PER PLAN).	LF	130
24 INSTALL 24" RCP (D-LOAD PER PLAN).	LF	1930
25 INSTALL 12" HDPE PIPE.	LF	5410
26 CONSTRUCT MODIFIED CATCH BASIN PER CITY OF MORENO VALLEY STD. PLAN MVFE-300A-0 AND MODIFIED CURB INLET DETAIL ON THIS SHEET.	LF	12
27 CONSTRUCT MODIFIED CATCH BASIN No.1 PER RCFC&WCD STD. DWG CB100 AND MODIFIED CURB INLET DETAIL ON THIS SHEET.	LF	140
28 CONSTRUCT JUNCTION STRUCTURE No.2 PER RCFC&WCD STD. DWG JS227.	EACH	1
29 CONSTRUCT TRANSITION STRUCTURE No.3 PER RCFC&WCD STD. DWG TS303.	EACH	5
30 CONSTRUCT MANHOLE No.1 PER RCFC&WCD STD. DWG MH251.	EACH	5
31 CONSTRUCT MANHOLE No.2 PER RCFC&WCD STD. DWG MH252.	EACH	7
32 CONSTRUCT MANHOLE No.4 PER RCFC&WCD STD. DWG MH254.	EACH	3
33 CONSTRUCT CONCRETE HEADWALL PER CALTRANS STD. PLAN D90.	EACH	6
34 INSTALL INLET TYPE X (GRATE DETAILS) PER RCFC&WCD STD. DWG CB108.	EACH	7
35 INSTALL MODIFIED EDB OUTLET PER RCFC&WCD STD. DWG WQ501.	EACH	7
36 INSTALL 1/4 TON CLASS RIP-RAP AS SHOWN.	CY	20
37 INSTALL CONCRETE COLLAR PER RCFC&WCD STD. DRG. No. M803.	EACH	X
38		
39		
40		

NEEDS TO BE
DETAIL FOR
EACH OUTLET
STRUCTURE

LEGEND AND ABBREVIATIONS

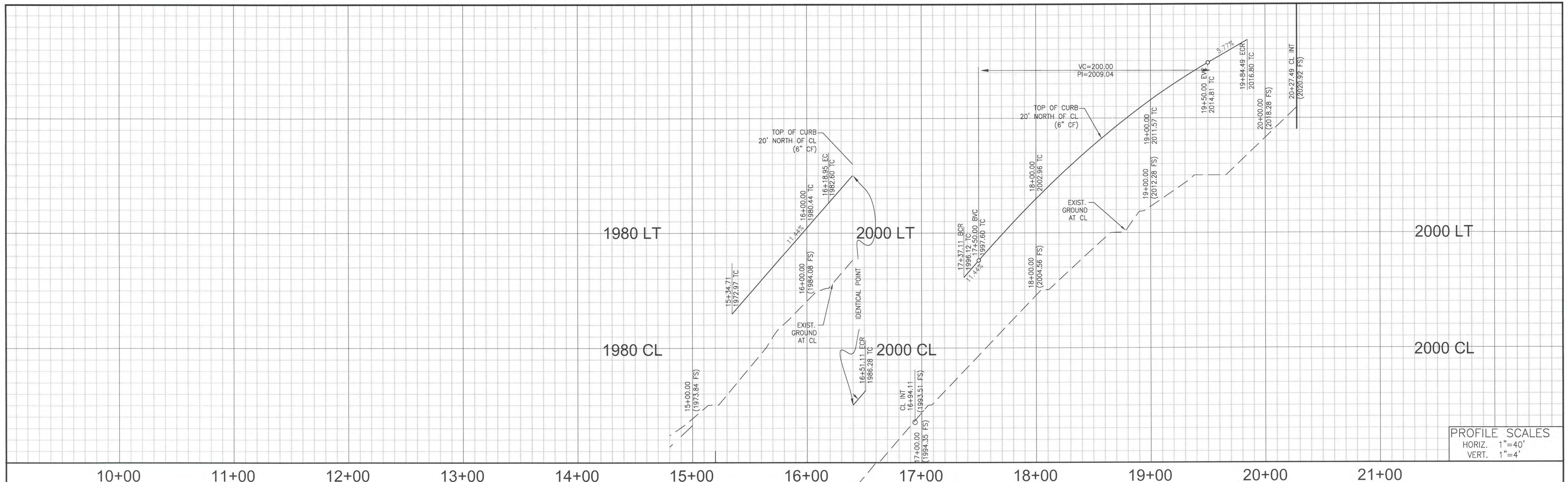
(X.X) - EXISTING GROUND ELEVATION	SF - STREET
@ - AT	STA - STATION
& - AND	STD. - STANDARD
AC - ASPHALT CONCRETE	SW - SIDEWALK
BC - BEGINNING CURVE	T - TANGENT LENGTH FOR CURVE
A.S.L. - BUILDING SETBACK LIMIT	TC - TOP OF CURB
CAB - CRUSHED AGGREGATE BASE	TF - TOP OF GRADE
CF - CURB FACE	TF - TOP OF FOOTING
CL - CENTERLINE	TYP. - TYPICAL
CLF - CHAIN LINK FENCE	TP - TOP OF PAVEMENT
CONC. - CONCRETE	TW - TOP OF WALL
CONST. - CONSTRUCT	WTR - WATER LINE
DWG. - DRAWING	W. - WEST
DWY - DRIVEWAY	W/ - WITH
E - EAST	X:1 - SLOPE OF ONE FOOT MEASURED VERTICALLY FOR EVERY "X" FEET MEASURED HORIZONTALLY
EC - END CURVE	
EDB - EXTENDED DETENTION BASIN	
EL - ELEVATION	
EP - EDGE OF PAVEMENT	
EXIST. - EXISTING	
FG - FINISH GRADE	
FF - FINISH FLOOR	
FL - FLOW LINE	
FS - FINISH SURFACE	
GFF - GARAGE FINISH FLOOR	
HP - HIGH POINT	
INV. - INVERT	
LF - LINEAR FEET	
LT - LEFT	
LP - LOW POINT	
MH - MANHOLE	
MIN. - MINIMUM	
No. - NUMBER	
% - PERCENT	
N - NORTH	
NG - NATURAL GROUND	
NTS - NOT TO SCALE	
PE - PAD ELEVATION	
PL - PROPERTY LINE	
PP - POWER POLE	
PWMT - PAVEMENT	
PUE - PUBLIC UTILITY EASEMENT	
RCP - REINFORCED CONCRETE PIPE	
RT. - RIGHT	
R - RADIUS	
R/W - RIGHT OF WAY	
SWR - SEWER LINE	
S. - SOUTH	
SF - SQUARE FEET	
SD - STORM DRAIN LINE	

GRADATION TABLE FOR SLOPE PROTECTION

ROCK MASS	1/4 TON CLASS	LIGHT CLASS	FACING
1/2 ton	0-5	-	-
1/4 ton	50-100	0-5	-
200 lb.	-	50-100	0-5
75 lb.	90-100	-	50-100
25 lb.	-	95-100	90-100
MIN. PENETRATION OF CONCRETE (in)	14	-	-

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.
Underground Service Alert
Call: TOLL FREE
1-800-227-2600
WWW.CALL811.COM
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK	BASIS OF BEARING	REVIEW BY CITY STAFF			CITY OF MORENO VALLEY APPROVALS				ENGINEER OF RECORD'S SEAL	Winchester Associates, Inc. ENGINEERING • LAND SURVEYING 23640 TOWER ST., SUITE 3 MORENO VALLEY, CA. 92553 (951) 924-5425 UNDER THE SUPERVISION OF: MARIELA ANGUELOV R.C.E. #75563 (EXP. 06/30/2016)	CITY OF MORENO VALLEY TRACT MAP 31592 (REVISED) A.P.N. 474-490-024, 474-490-025, 474-040-032 SHEET 2 OF 29 CITY ID No	
		OFFICE	INITIAL	DATE	RECOMMENDED:	APPROVED:	DATE	DATE				
LOCATION: BM1 FD. CHIS. TOP OF HEADWALL 6" SO. OF NE. END AT S.E. COR. INT. OF HEACOCK & IRONWOOD PER CO. FB. 1062 PG.1. CO. SURVEY NO. 4473. ELEVATION: 1649.51		ENGINEERING DIVISION MANAGER			PREM KUMAR DEPUTY PW DIR/ASSISTANT CITY ENGINEER R.C.E. #C52463				MARIELA ANGUELOV REGISTERED PROFESSIONAL ENGINEER No. C 75563 CIVIL STATE OF CALIFORNIA		GRADING PLAN DETAIL SHEET	
		LAND DEVELOPMENT			APPROVED:	DATE						
		PLANNING			AHMAD R. ANSARI PUBLIC WORKS DIRECTOR/CITY ENGINEER R.C.E. #C51318							
		TRANSPORTATION										
		PARKS AND COMMUNITY SERVICES										
		SPECIAL DISTRICTS										
		STORM WATER MANAGEMENT PRGM										



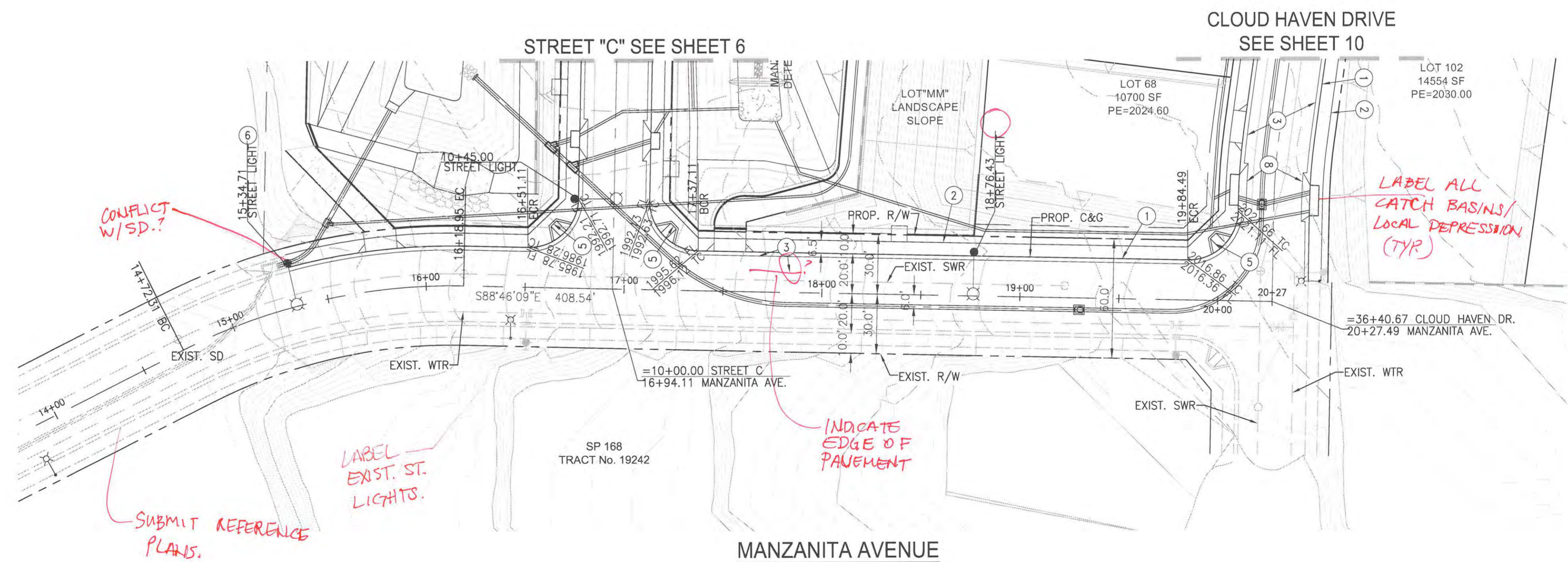
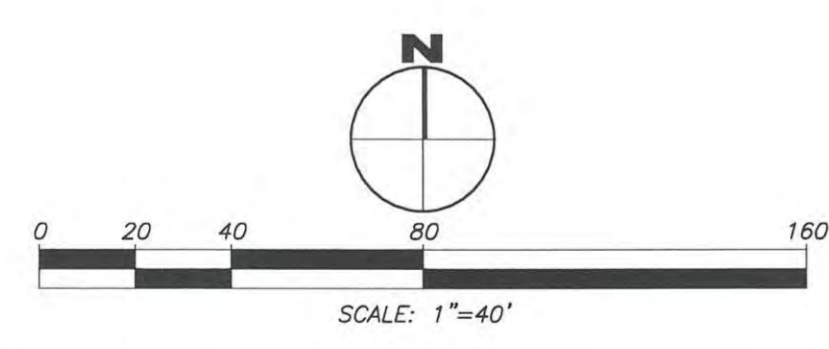
PROFILE SCALES
 HORIZ. 1"=40'
 VERT. 1"=4'

-REFER TO PLAN REVIEW CHECKLIST!

- STREET IMPROVEMENTS CONSTRUCTION NOTES**
- 1 CONSTRUCT TYPE 6 INTEGRAL CURB AND GUTTER PER CITY OF MORENO VALLEY STD. PLAN MVS1-120A-0
 - 2 CONSTRUCT SIDEWALK PER CITY OF MORENO VALLEY STD. PLAN MVS1-115A-0.
 - 3 CONSTRUCT 0.30' A.C. OVER 0.50' CLASS II BASE.
 - 4 INSTALL RESIDENTIAL AND COLLECTOR LIGHTING PER CITY OF MORENO VALLEY STD. PLAN MVL-400A-0 (9500 LUMENS).

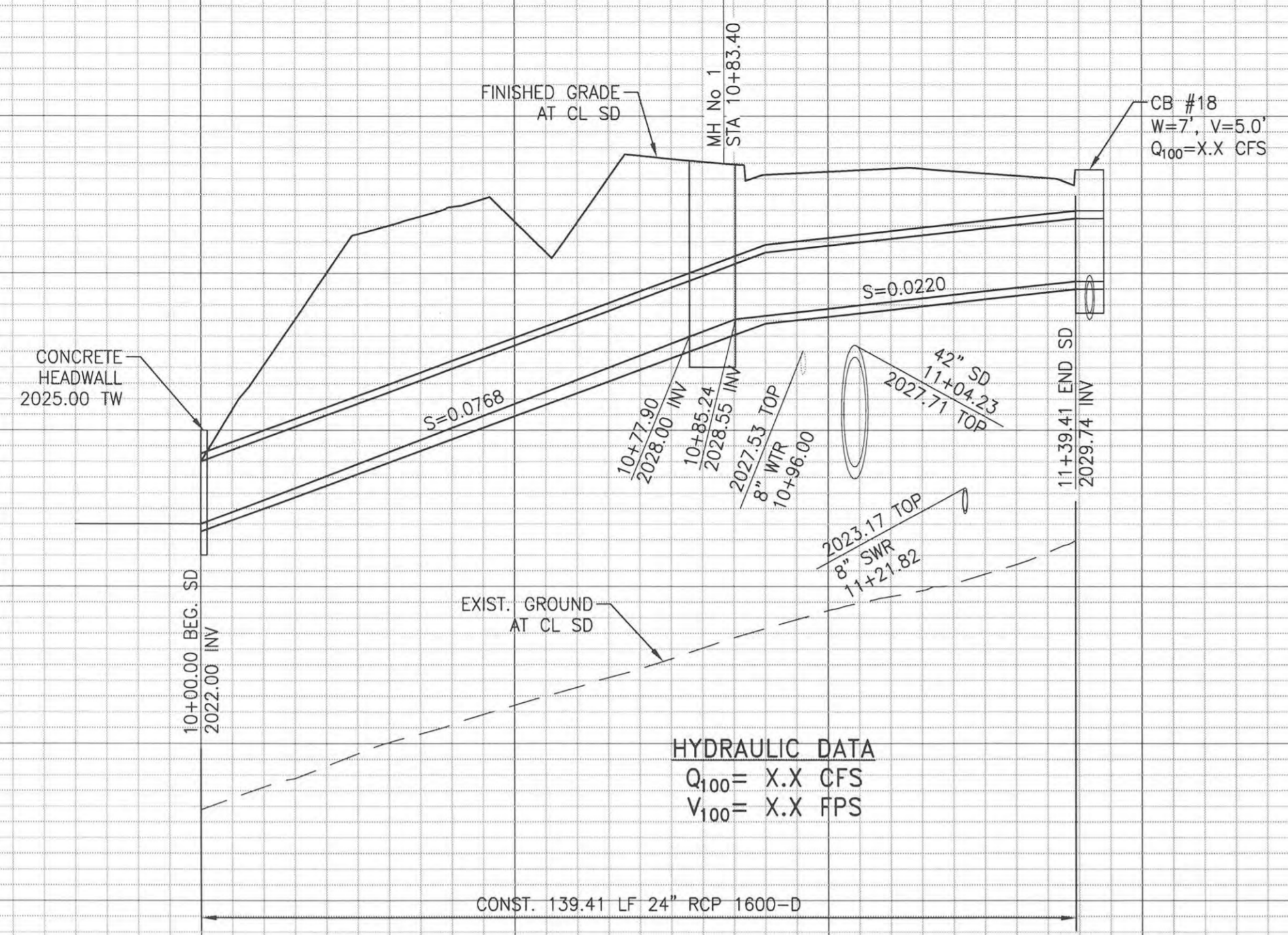
NOTE:
 PROTECT IN PLACE EXISTING WATER, SEWER AND STORM DRAIN DURING THE CONSTRUCTION.

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.
Underground Service Alert
 Call: TOLL FREE
 1-800-227-2600
 WWW.CALL811.COM
 TWO WORKING DAYS BEFORE YOU DIG



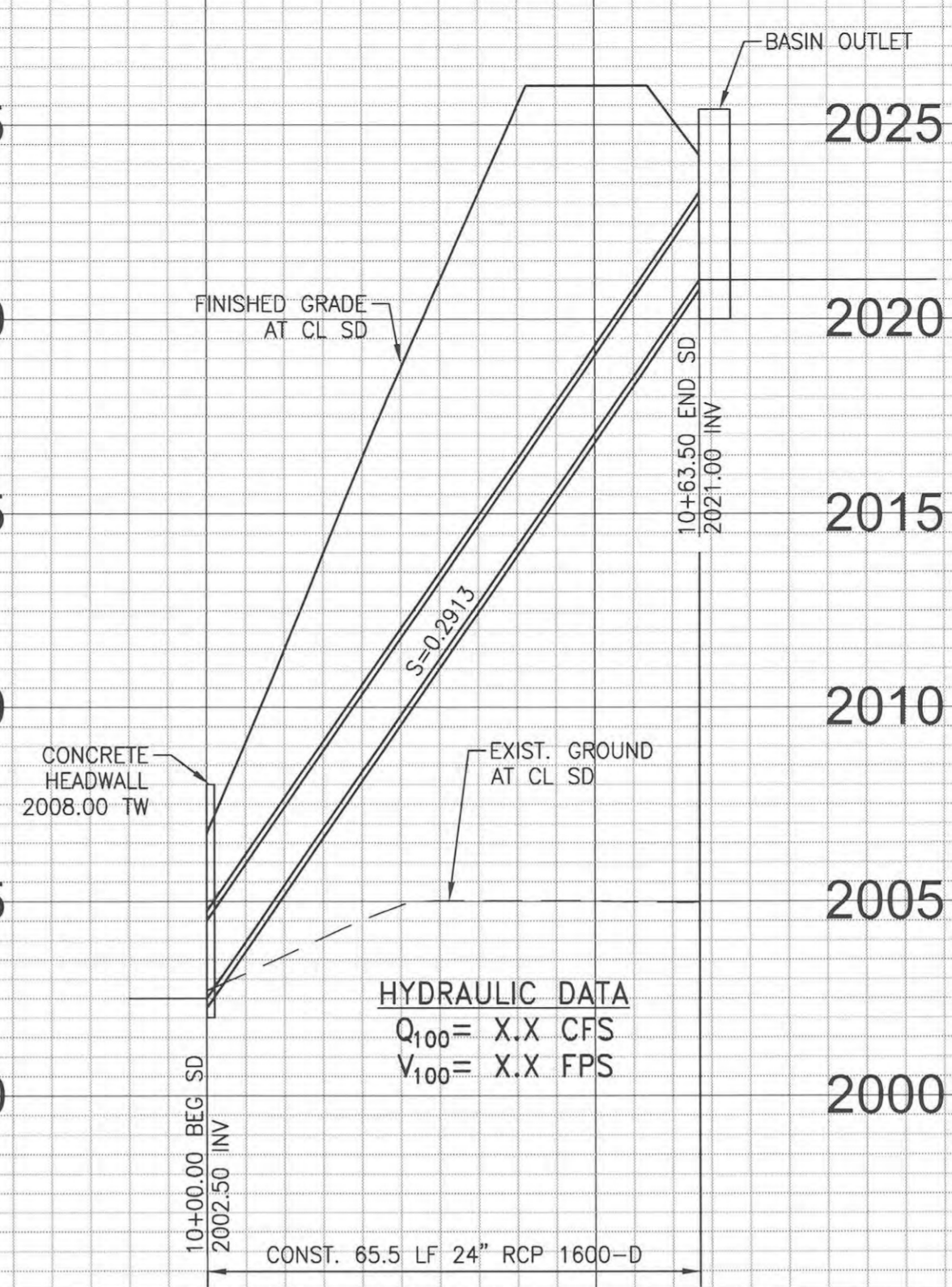
BENCHMARK LOCATION: BM1 FD. CHIS. TOP OF HEADWALL 6' SO. OF NE. END AT S.E. COR. INT. OF HEACOCK & IRONWOOD PER CO. FB. 1062. PG.1. CO. SURVEY NO. 4473. ELEVATION: 1649.51	BASIS OF BEARING	REVIEW BY CITY STAFF			CITY OF MORENO VALLEY APPROVALS				ENGINEER OF RECORD'S SEAL 	Winchester Associates, Inc. ENGINEERING • LAND SURVEYING 23640 TOWER ST., SUITE 3 MORENO VALLEY, CA. 92553 (951) 924-5425 UNDER THE SUPERVISION OF: MARIELA ANGUELOV R.C.E. #75563 (EXP. 06/30/2016)	CITY OF MORENO VALLEY	
		OFFICE ENGINEERING DIVISION MANAGER LAND DEVELOPMENT PLANNING TRANSPORTATION PARKS AND COMMUNITY SERVICES SPECIAL DISTRICTS STORM WATER MANAGEMENT PRGM	INITIAL DATE	MARK DATE INITIAL E.O.R.	DATE DESCRIPTION REVISION	REC. APPR. DATE	RECOMMENDED: PREM KUMAR DEPUTY PW DIR/ASSISTANT CITY ENGINEER R.C.E. #C52463	DATE			APPROVED: AHMAD R. ANSARI PUBLIC WORKS DIRECTOR/CITY ENGINEER R.C.E. #C51318	DATE

2035
2030
2025
2020
2015
2010



LINE "D-2"
PROFILE

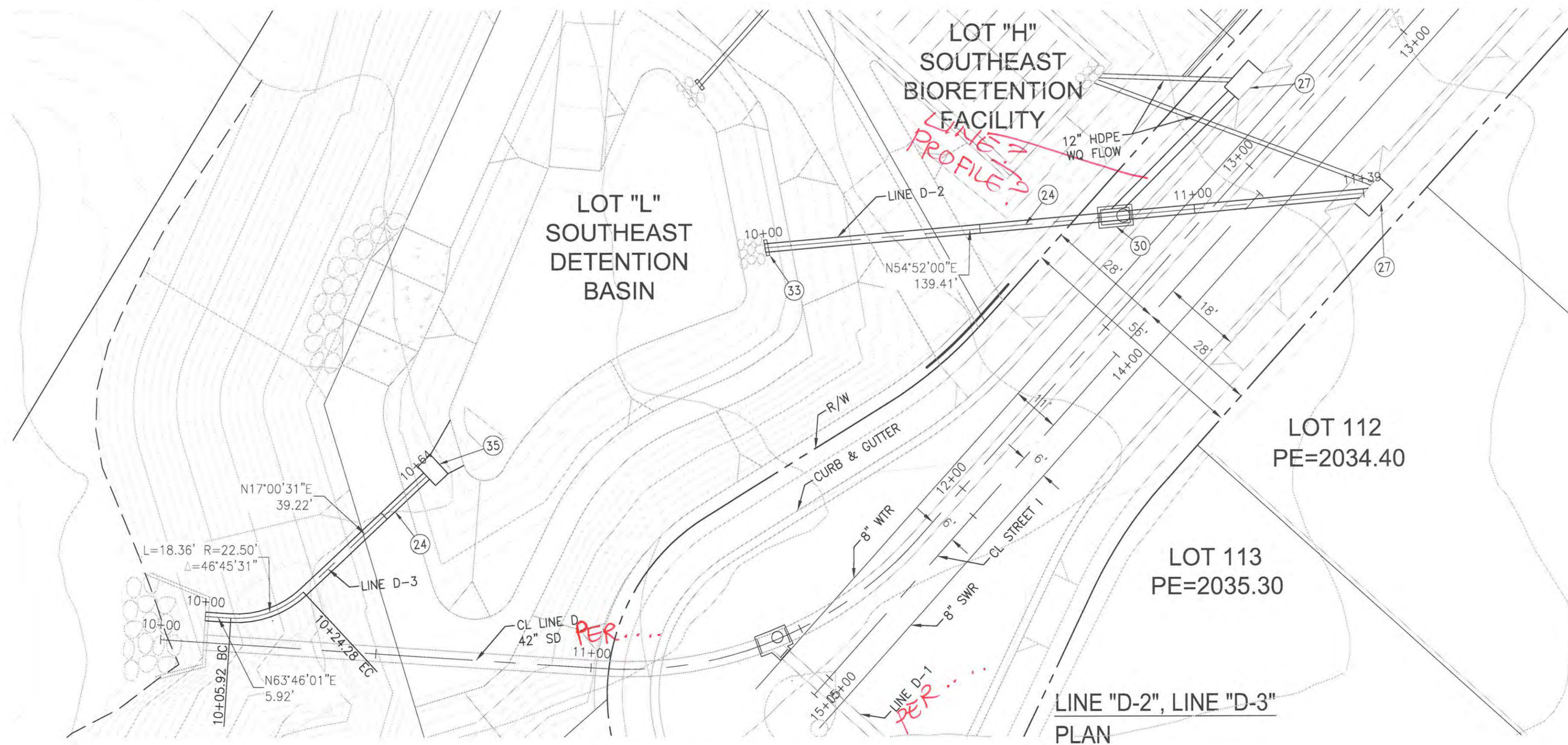
2035
2025
2020
2015
2010
2005
2000



LINE "D-3"
PROFILE

PROFILE SCALES
HORIZ. 1"=20'
VERT. 1"=4'

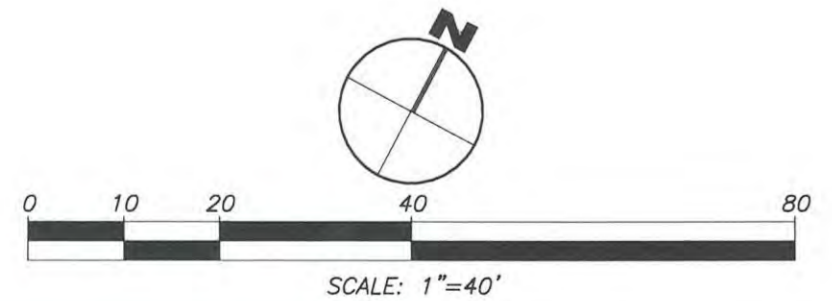
10+00 11+00



LINE "D-2", LINE "D-3"
PLAN

NOTE:
PROTECT IN PLACE EXISTING WATER, SEWER AND STORM DRAIN DURING THE CONSTRUCTION.

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.
Underground Service Alert
Call: TOLL FREE
1-800-227-2600
WWW.CALL811.COM
TWO WORKING DAYS BEFORE YOU DIG



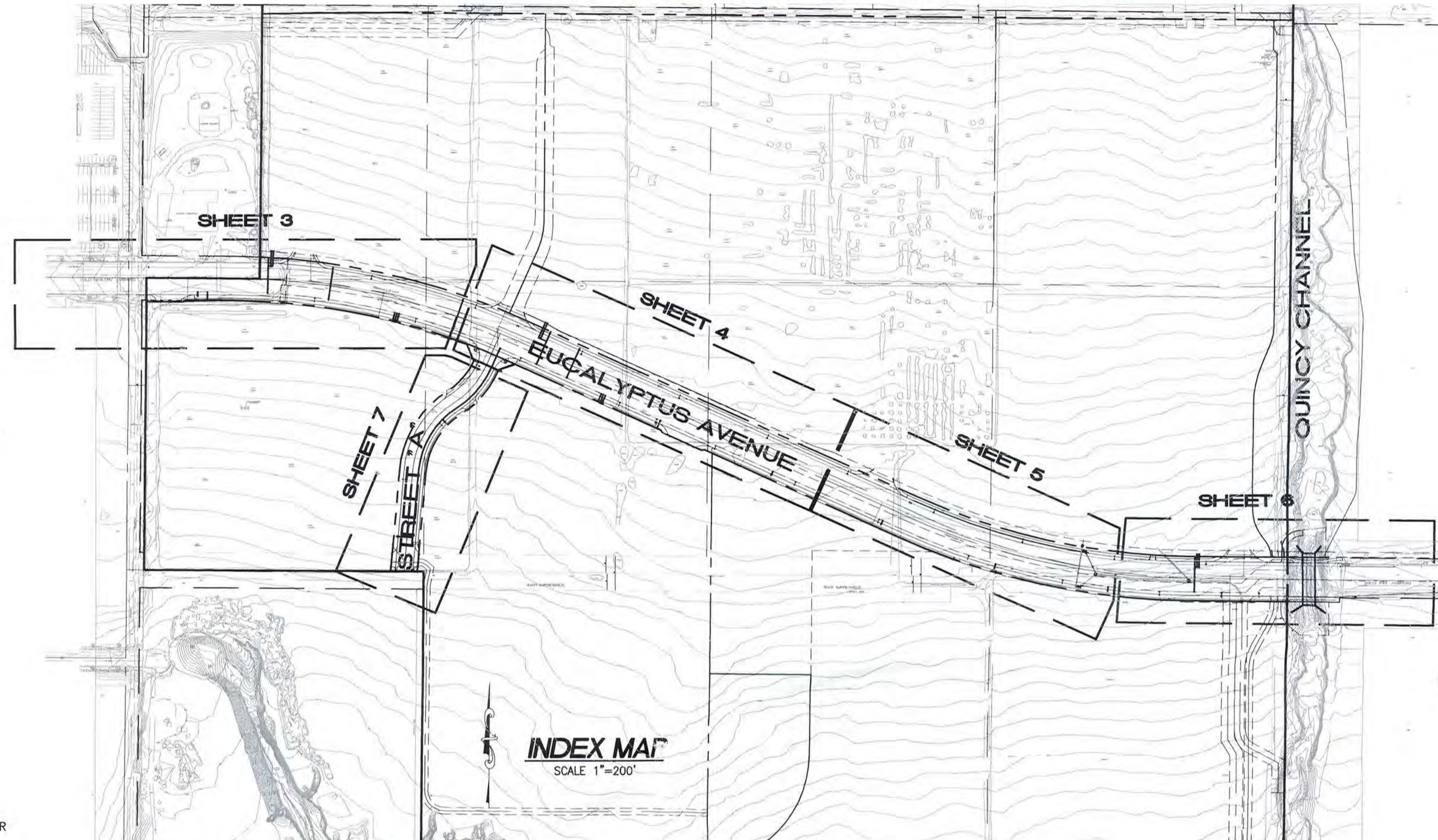
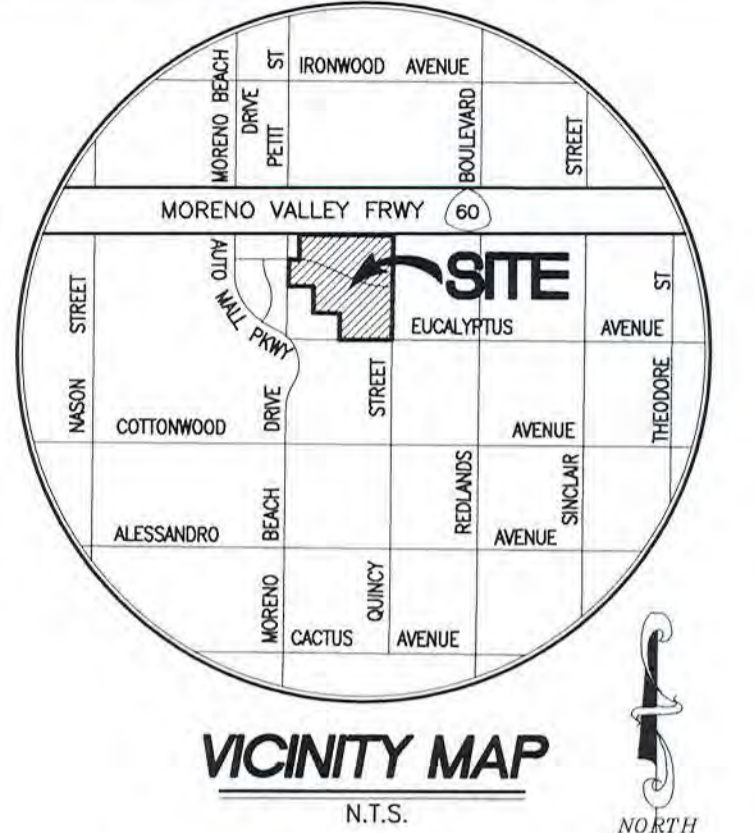
- STORM DRAIN IMPROVEMENTS CONSTRUCTION NOTES
- (24) INSTALL 24" RCP (D-LOAD PER PLAN).
 - (27) CONSTRUCT MODIFIED CATCH BASIN No.1 PER RCF&WCD STD. DWG CB100 AND MODIFIED CURB INLET DETAIL ON SHEET 2.
 - (33) CONSTRUCT CONCRETE HEADWALL PER CALTRANS STD. PLAN D90.
 - (35) INSTALL MODIFIED EDB OUTLET PER RCF&WCD STD. DWG WQ501.

BENCHMARK	BASIS OF BEARING	REVIEW BY CITY STAFF			CITY OF MORENO VALLEY APPROVALS	ENGINEER OF RECORD'S SEAL	Winchester Associates, Inc. ENGINEERING • LAND SURVEYING 23640 TOWER ST., SUITE 3 MORENO VALLEY, CA. 92553 (951) 924-5425 UNDER THE SUPERVISION OF: MARIELA ANGUELOV R.C.E. #75563 (EXP. 06/30/2016)	CITY OF MORENO VALLEY	
		OFFICE	INITIAL	DATE				RECOMMENDED:	APPROVED:
LOCATION: BM1 FD. CHIS. TOP OF HEADWALL 6' SO. OF NE. END AT S.E. COR. INT. OF HEACOCK & IRONWOOD PER CO. FB. 1062. PG.1. CO. SURVEY NO. 4473. ELEVATION: 1649.51		ENGINEERING DIVISION MANAGER			PREM KUMAR DEPUTY PW DIR/ASSISTANT CITY ENGINEER R.C.E. #C52463				
		LAND DEVELOPMENT							
		PLANNING							
		TRANSPORTATION							
		PARKS AND COMMUNITY SERVICES							
		SPECIAL DISTRICTS							
		STORM WATER MANAGEMENT PRGM							
			MARK	DATE	INITIAL	DESCRIPTION	REC.	APPR	DATE
					E.O.R.	REVISION			

STANDARD STREET IMPROVEMENT NOTES:

- 1) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION. INSPECTION TELEPHONE: (951) 413-3120.

CITY OF MORENO VALLEY, CALIFORNIA STREET IMPROVEMENT PLANS PARCEL MAP NO. 35679



ABBREVIATIONS

- A.B. - AGGREGATE BASE
ARCH. - ARCHITECTURAL
A.C. - ASPHALT CONCRETE
B.W. - BACK OF WALK
B.C.R. - BEGINNING OF CURVE

LEGEND

- NEW FIRE HYDRANT
NEW WATER METER
NEW WATER VALVE
NEW THRUST BLOCK

GENERAL NOTES:

- 1) ALL WORK CALLED FOR ON THE PLANS SHALL BE IN COMPLIANCE WITH THE CURRENT CITY STANDARD PLANS ADOPTED BY THE CITY COUNCIL.

GENERAL NOTES (CONT.):

- 18) WHEN APPLICABLE, ALL ANTI-GRAFFITI COATING SHALL BE VITROCEM HI-BUILD GRAFFITI GLAZED COATING FOR CONCRETE BLOCK OR AN EQUAL APPROVED BY THE CITY ENGINEER.

LEGAL DESCRIPTION:

LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 36 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED IN BOOK 11, PAGE 10 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

DECLARATION OF ENGINEER OF RECORD

I HEREBY DECLARE THAT THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF DESIGN OF THESE IMPROVEMENTS, I ASSUME FULL RESPONSIBLE CHARGE FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF MORENO VALLEY IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THE PLANS COMPLY WITH CITY PROCEDURES, APPLICABLE POLICIES AND ORDINANCES.

I ALSO HEREBY DECLARE THAT I HAVE COMPARED THESE PLANS WITH ALL APPLICABLE ADA TITLE II AND TITLE 24 REQUIREMENTS FOR DISABILITY ACCESS FOR THIS PROJECT, AND THESE PLANS ARE IN FULL COMPLIANCE WITH THOSE REQUIREMENTS.

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT.

THE GRADING AND/OR IMPROVEMENT PLANS ARE APPROVED FOR A PERIOD OF TWO (2) YEARS FROM THE DATE SIGNED BY THE CITY ENGINEER. AFTER THE TWO (2) YEAR PERIOD HAS LAPSED, THE ENGINEER OF RECORD MAY BE REQUIRED TO SUBMIT AND PROCESS FOR CITY ENGINEER APPROVAL, UPDATED PLANS THAT COMPLY WITH THE MOST CURRENT CITY STANDARDS, PRACTICES AND POLICIES.

SOILS ENGINEER

SOUTHERN CALIFORNIA GEOTECHNICAL
22885 SAVI RANCH PARKWAY, SUITE E
YORBA LINDA, CA 92887
TEL: 714/885-1115
FAX: 714/885-1118

OWNER

PROLOGIS
17777 CENTER COURT DR. NORTH, STE #100
CERRITOS, CA 90703
PHONE: (562) 345-9226

APPLICANT, DEVELOPER

PROLOGIS
17777 CENTER COURT DR. NORTH, STE #100
CERRITOS, CA 90703
PHONE: (562) 345-9226

TOPOGRAPHY:

THIENES ENG. INC.
10-02-2012
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH: (714) 521-4811

INDEX SHEET

Table with 2 columns: DESCRIPTION, SHEET #. Includes Title Sheet, Typical Sections and Details, Eucalyptus Ave Plan & Profile, etc.

UTILITY COMPANIES

Table listing utility companies and emergency numbers: City of Moreno Valley (951) 413-3000, Eastern Municipal Water District (951) 928-3777, etc.

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE. Underground Service Alert logo and contact info.

REF. DRAWING FOR EXISTING IMPROVEMENTS:

EUCALYPTUS AVENUE STREET IMPROVEMENT PLAN BY A.J. FRICK CIVIL ENGINEER CITY ID NO. 2299
MORENO VALLEY AUTO MALL STREET IMPROVEMENT PLAN BY KEITH COMPANY, CITY ID NO. 710-015

Table with columns: BENCH MARK, BASIS OF BEARING, REVIEW BY CITY STAFF. Includes details for City of Moreno Valley Riv. Co. Designation and bearings shown hereon.

Table with columns: OFFICE, ENGINEERING DIVISION MANAGER, PLANNING, TRANSPORTATION, PARK AND COMMUNITY SERVICES, SPECIAL DISTRICTS, STORM WATER MANAGEMENT PROGRAM. Includes signature of Haidook I. Aghaian.

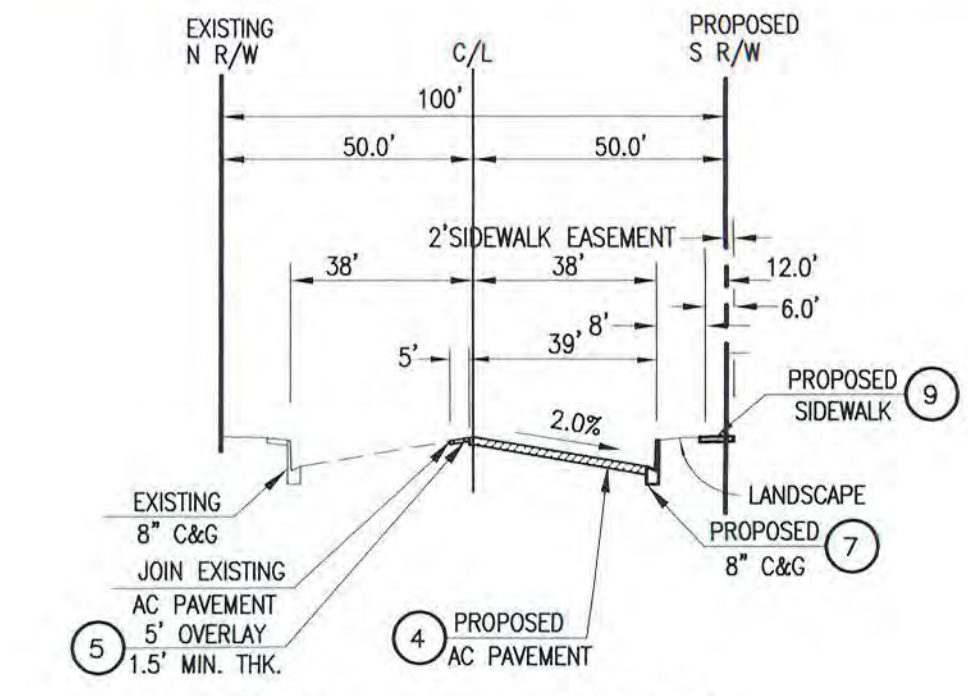
CITY OF MORENO VALLEY APPROVALS table with columns for RECOMMEND, APPROVED, and PUBLIC WORKS DIRECTOR/CITY ENGINEER.

Professional Engineer Seal for Haidook I. Aghaian, State of California, R.C.E. No. 43293.

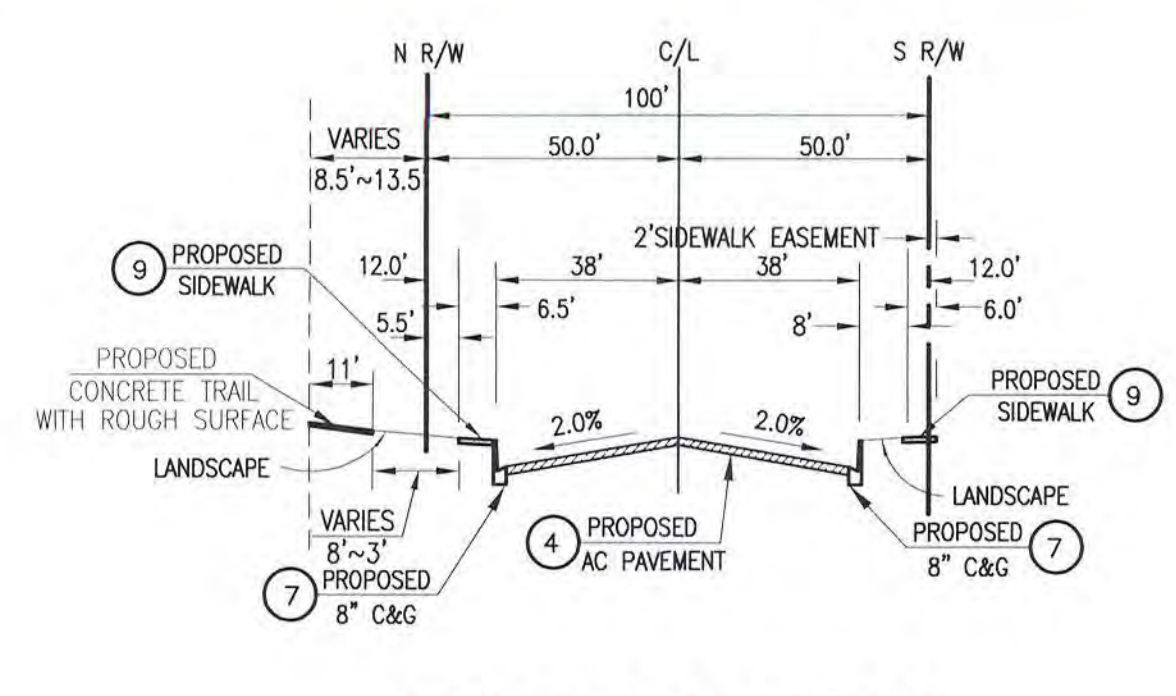
Thienes Engineering, Inc. logo and contact information: CIVIL ENGINEERING • LAND SURVEYING, 14349 FIRESTONE BOULEVARD, LA MIRADA, CALIFORNIA 90638.

CITY OF MORENO VALLEY STREET IMPROVEMENT PLANS PARCEL NO. 35679 EUCALYPTUS AVENUE, STREET 'A' TITLE SHEET / INDEX MAP

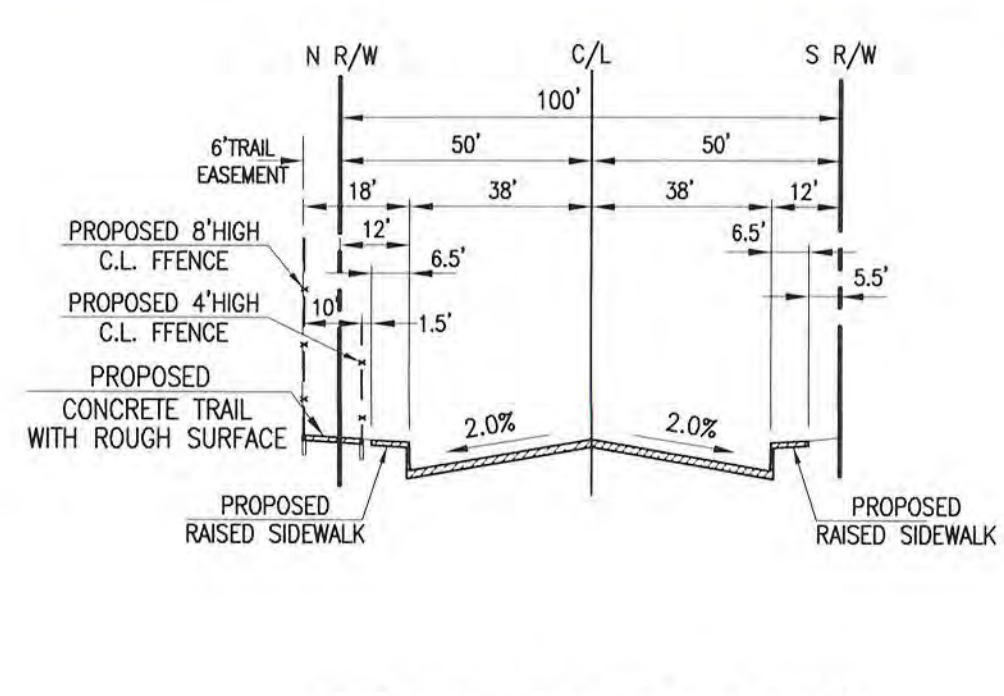
Table with columns: ACCT. NO., SHEET 1 of 17, CITY I. D. NO.



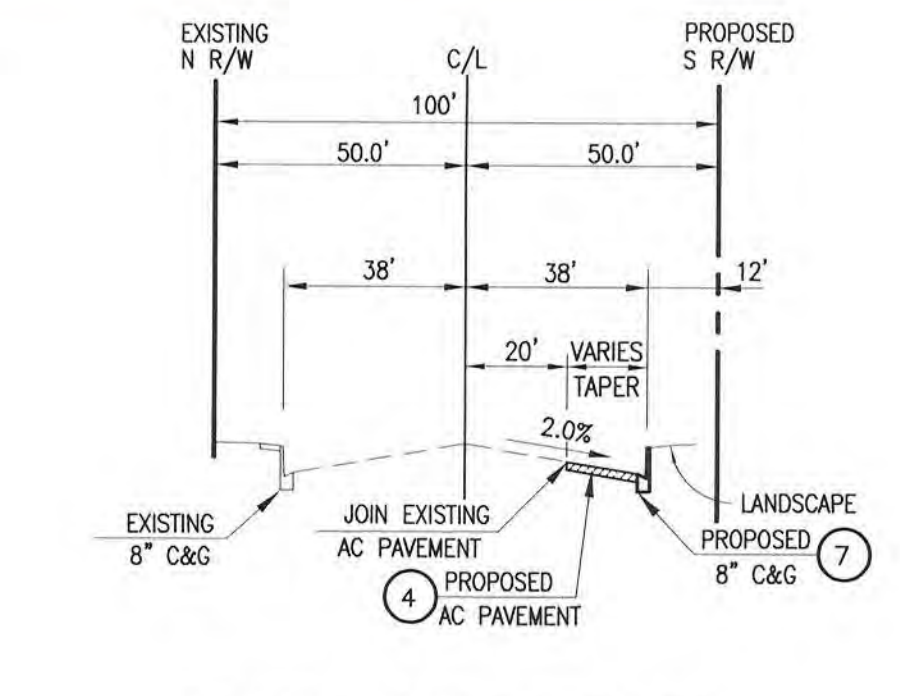
**TYP. SECTION
EUCALYPTUS AVENUE.**
ARTERIAL
(STD. NO. MVS1-104A-0)
(T.I. = 10)
STA. 33+30 TO STA. 36+22



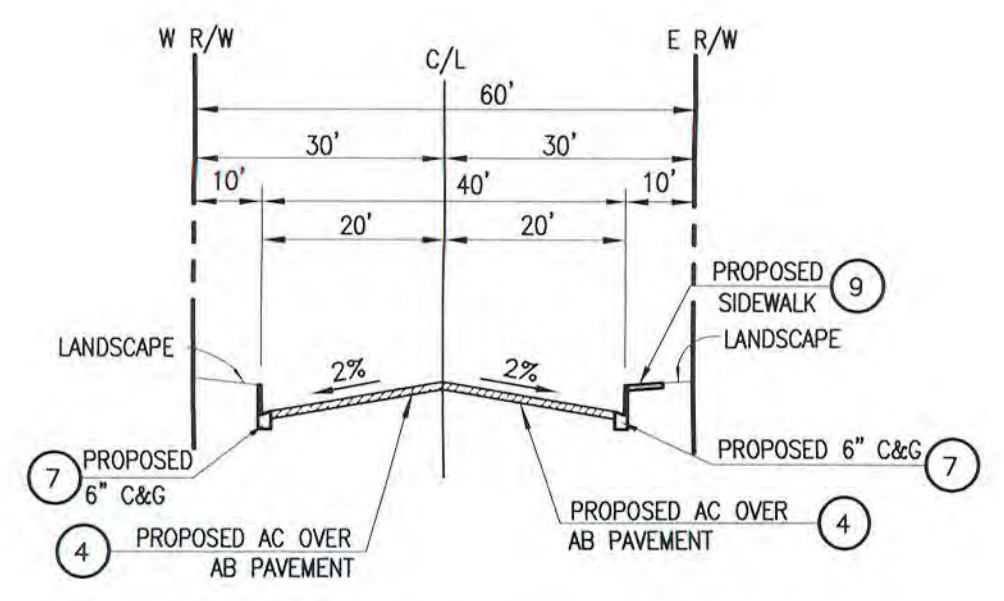
**TYP. SECTION
EUCALYPTUS AVENUE.**
ARTERIAL
(STD. NO. MVS1-104A-0)
(T.I. = 10)
STA. 36+22 TO STA. 61+85



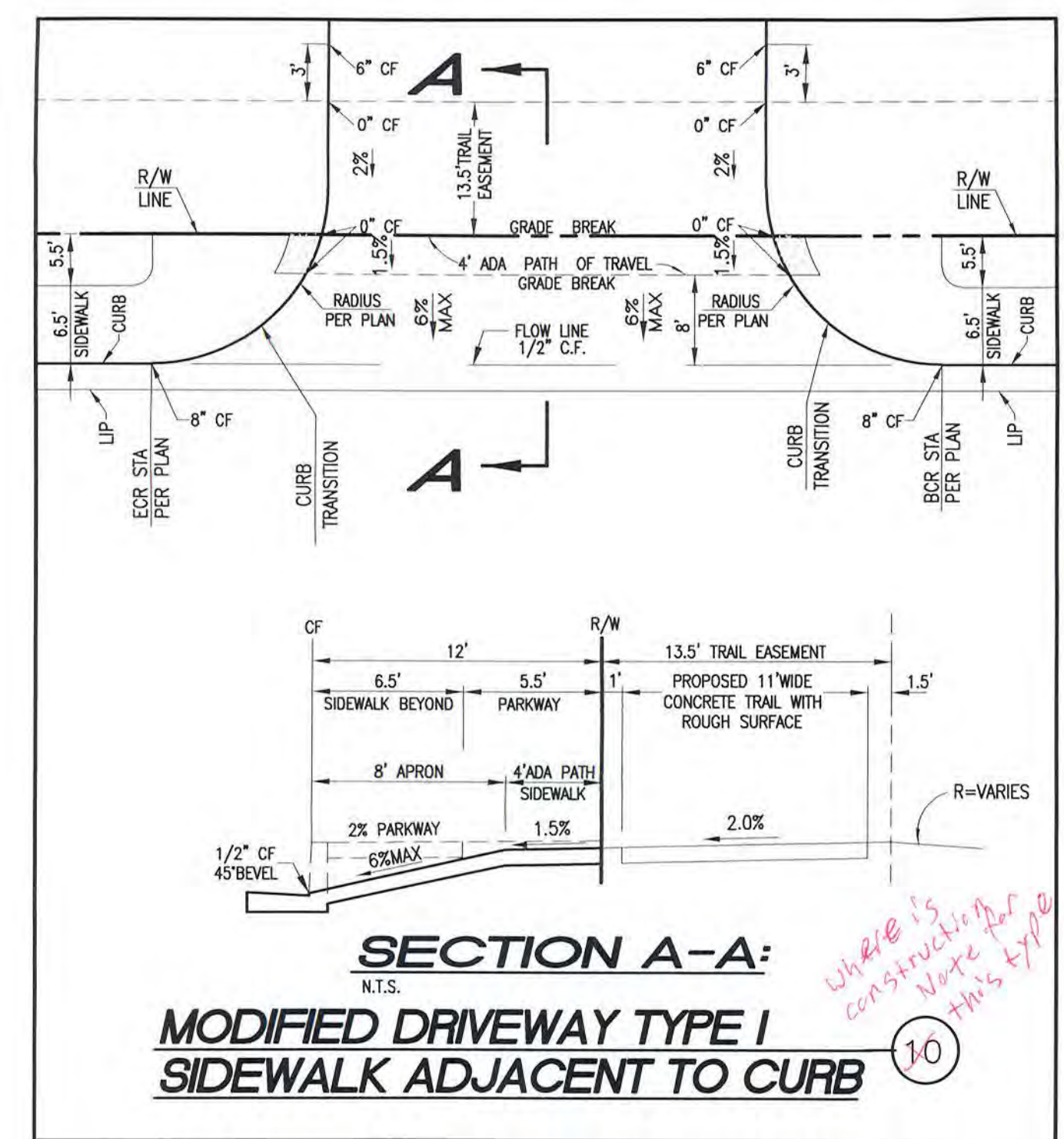
**TYP. SECTION
EUCALYPTUS AVE.
BRIDGE CROSSING**
ARTERIAL
(STD. NO. MVS1-109C-0)
(T.I. = 10)
STA. 60+79 TO STA. 61+85



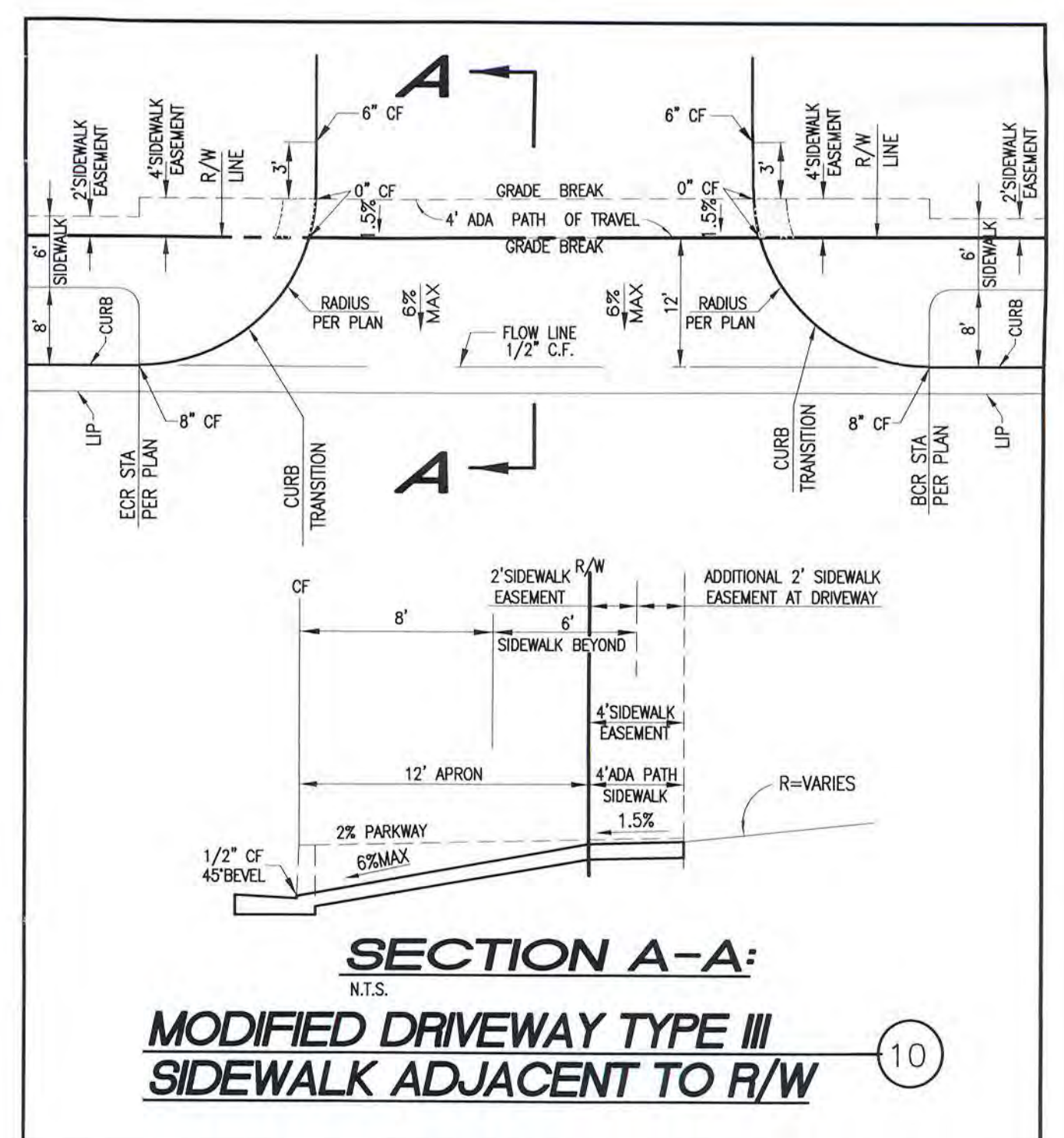
**TYP. SECTION
EUCALYPTUS AVENUE.**
ARTERIAL
(STD. NO. MVS1-104A-0)
(T.I. = 10)
STA. 61+85 TO STA. 65+00



**TYP. SECTION
MODIFIED LOCAL "A" STREET**
MINOR ARTERIAL
(STD. NO. MVS1-105A-0)
(T.I. = 10.0)



**SECTION A-A:
MODIFIED DRIVEWAY TYPE I
SIDEWALK ADJACENT TO CURB**
N.T.S. (10)



**SECTION A-A:
MODIFIED DRIVEWAY TYPE III
SIDEWALK ADJACENT TO R/W**
N.T.S. (10)

- CONSTRUCTION NOTES**
- 1 LS (1) - PROTECT IN PLACE AND/OR ADJUST TO GRADE (ITEM AS NOTED) - separate into 2 Notes
 - 1 LS (2) - REMOVE EXISTING (ITEM AS NOTED)
 - 1 LS (3) - RELOCATE EXISTING (ITEM AS NOTED) AND ALL APPURTENANCES.
 - 184,700 SF (4) - CONSTRUCT 6" AC PAVEMENT OVER 12" A.B. (TO BE VERIFIED WITH SOILS ENGINEERS REPORT AFTER R-VALUE TESTING)
 - 3,570 SF (5) - GRIND 2" AND OVERLAY AC AS NEEDED TO MATCH EXISTING PAVEMENT AND SMOOTH TRANSITION. GEO-GRID 12" EITHER SIDE OF OVERLAY
 - 350 LF (6) - CONSTRUCT PAVEMENT EDGE TAPER PER CITY OF MORENO VALLEY STD. MVS1-130-0.
 - 4,660 LF (7) - CONSTRUCT 8" CURB AND GUTTER, TYPE 8 PER CITY OF MORENO VALLEY STANDARD MVS1-120B-0
 - 2 EA (8) - CONSTRUCT ACCESS RAMP TYPE 1 PER CITY OF MORENO VALLEY STD. DWG. NO. MVS1-114A-0.
 - 13,020 SF (9) - CONSTRUCT 6" WIDE SIDEWALK PER CITY OF MORENO VALLEY STANDARD MVS1-115A-0 (CURB ADJACENT) OR MVS1-115B-0 (R/W ADJACENT)
 - 6 EA (10) - CONSTRUCT TYPE II, CITY OF MORENO VALLEY STANDARD MVS1-112C-0 COMMERCIAL DRIVEWAY APPROACH, MODIFIED PER DETAIL ON SHEET 2
 - 930 LF (11) - CONSTRUCT 6" CURB AND GUTTER, TYPE 6 PER CITY OF MORENO VALLEY STANDARD MVS1-120A-0
 - 2 EA (12) - CONSTRUCT LOCAL DEPRESSION PER CITY OF MORENO VALLEY STD. MWFE 300A-0.
 - N/A (13) - CONSTRUCT CATCH BASIN PER STORM DRAIN PLANS.
 - 10,330 SF (14) - SAWCUT AND REMOVE EXISTING AC PAVEMENT
 - 21 EA (15) - INSTALL 22,000 LUMEN STREET LIGHT PER CITY STD. DWG. MVL1-400B-0
 - 4 EA (16) - INSTALL 9,500 LUMEN STREET LIGHT PER CITY STD. DWG. MVL1-400A-0
 - 6 EA (17) - ADJUST EXISTING WATER VALVE TO GRADE PER EMDD STD. A-492
 - 2 EA (18) - RELOCATE EXISTING EMDD PEDESTAL PER EMDD STD. SB-61
 - 130 LF (19) - REMOVE EXISTING AC BERM
 - 2 EA (20) - RELOCATE EXISTING TRAFFIC SIGN OUTSIDE OF TRAVELED WAY
 - 3 EA (21) - JOIN EXISTING CURB, GUTTER & SIDEWALK; MATCH & SMOOTH CONNECTION TO EXISTING.
 - 1 EA (22) - CONSTRUCT CONCRETE CROSS GUTTER AND SPANDREL PER CITY STD. DWG. MVS-127-0
 - 20,310 SF (23) - CONSTRUCT 4" AC PAVEMENT OVER 6" A.B. (TO BE VERIFIED WITH SOILS ENGINEERS REPORT AFTER R-VALUE TESTING)
 - 24,086 SF (24) - CONSTRUCT 4 1/2" THICK CONCRETE PAVEMENT ON 90% COMPACTED SUB-GRADE WITH ROUGH SURFACE PER CITY OF MORENO VALLEY SPECIFICATIONS AND SOILS ENGINEERS RECOMMENDATIONS.
 - 740 LF (25) - SAW CUT LINE
 - 3 EA (26) - CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH PER CITY STD. MVS1-111A-0 SHEET 1 (MODIFIED TO 8" THICK PCC) X=5', W PER PLAN.

- STORM DRAIN CONSTRUCTION NOTES:**
- 1 EA (40) CONSTRUCT CONCRETE HEADWALL AND WINGWALL FOR CIRCULAR PIPE, DETAILS ON SHEET 10.
 - 1 EA (41) CONSTRUCT STORM DRAIN MANHOLE No. 1 PER R.C.F.C. & W.C.D. STD. DWG. No. MH251. ON SHEET 12
 - 2 EA (42) CONSTRUCT STORM DRAIN MANHOLE No. 2 PER R.C.F.C. & W.C.D. STD. DWG. No. MH252. ON SHEET 12
 - 1 EA (43) CONSTRUCT STORM DRAIN MANHOLE No. 4 PER R.C.F.C. & W.C.D. STD. DWG. No. MH254. SEE SHEET 12
 - 2 EA (44) CONSTRUCT CONCRETE BULKHEAD PER R.C.F.C. & W.C.D. STD. DWG. No. MB16. SEE SHEET 11
 - 2 EA (45) CONSTRUCT CATCH BASIN No. 1 PER R.C.F.C. & W.C.D. STD. DWG. No. CB100, "V" AND "W" PER PLAN. LOCAL DEPRESSION PER S.P.P.W.C. STD. PLNA 313-3 CASE "E". SEE SHEET 11
 - 1 EA (46) CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. No. MB03. SEE SHEET 12
 - 2 EA (47) CONSTRUCT SPECIAL CONNECTION TO CATCH BASIN PER R.C.F.C. & W.C.D. STD. DWG. No. CB109.
 - 120 LF (48) CONSTRUCT TRIPLE REINFORCED CONCRETE BOX CULVERT (W=8', H=6.25' EACH BOX) PER CALTRANS' STD. DB1. SEE DETAIL ON SHEET 10.
 - 4 EA (49) CONSTRUCT BOX CULVERT WINGWALLS TYPE "B" PER CALTRANS STD. PLAN DB4. SEE DETAIL ON SHEET 10. NOT THICK
 - 20 LF (50) CONSTRUCT 8" CMP (LOW FLOW PIPE), SEE ELEVATIONS ON SHEET 11. Not shown
 - 184 LF (51) CONSTRUCT 18" R.C.P. D-LOAD PER PLAN.
 - 80 LF (52) CONSTRUCT 30" R.C.P. D-LOAD PER PLAN.
 - 775 LF (53) CONSTRUCT 36" R.C.P. D-LOAD PER PLAN.
 - 7,300 SF (54) CONSTRUCT 1/4 TON GROUTED RIP RAP, 2.5" THICK PER DETAIL ON SHEET 11. No shown
 - 2 EA (55) CONSTRUCT DIVERT SYSTEM FOR CATCH BASIN, DETAILS ON SHEET 11.
 - 2 EA (56) CONSTRUCT JUNCTION STRUCTURE NO. 4 CASE 1 PER R.C.F.C. & W.C.D. STD. DWG. No. JS229. SEE SHEET 12
 - N/A (57) CONCRETE CURB AND GUTTER PER STREET PLAN
 - N/A (58) CONCRETE SIDEWALK PER STREET PLAN
 - 2 EA (59) CONSTRUCT CATCH BASIN STENCIL, DETAILS ON SHEET 10 SHEET 11
 - 25 SF (60) CONSTRUCT 18" THICK (MIN.) RIPRAP PAD WITH 12" MIN. ROCKS ON SHEET 11
 - 40 LF (61) CONSTRUCT 10" HDPE N-12 PIPE
 - 90 LF (62) CONSTRUCT 30" HDPE N-12 PIPE
 - 1 EA (63) CONSTRUCT CMP RISER, SIZE OF PIPE PER PLAN. ON SHEET 11

NO WORK SHALL BE DONE ON THIS SITE UNTIL BUREAU AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.
Underground Service Alert
Call: TOLL FREE
1-800-227-2600
WWW.CALL811.COM
TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK	BASIS OF BEARING	REVIEW BY CITY STAFF	DATE	INITIAL	DATE
CITY OF MORENO VALLEY/ RIV. CO. DESIGNATION "VF-54" BRASS DISK TOP OF CONCRETE HEADWALL, STAMPED W/ 54-1993, 0.4 MILE SOUTH OF HIGHWAY 60 AND REDLANDS BLVD. INTERSECTION AND 64 FEET EAST OF REDLANDS BLVD. AND 19.5 FEET SOUTH OF MYERS AVE. SET ON SOUTHEAST CORNER OF RECTANGULAR CONCRETE WEIR AND STAMPED "VF-54" ELEVATION = 1722.37' (NGVD '29 / SUNNYMEAD QUAD)	THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 3, T. 3S., R. 3W., S.B.B.&M AS PER PARCEL MAP NO. 23244, P.M.B. 161/15-24, BEING N 03°32'24" E IN THE CITY OF MORENO VALLEY, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA	OFFICE ENGINEERING DIVISION MANAGER LAND DEVELOPMENT PLANNING TRANSPORTATION PARK AND COMMUNITY SERVICES SPECIAL DISTRICTS STORM WATER MANAGEMENT PRGM			
			DATE	INITIAL	DESCRIPTION
				E.O.R.	REVISION

CITY OF MORENO VALLEY APPROVALS

RECOMMEND:

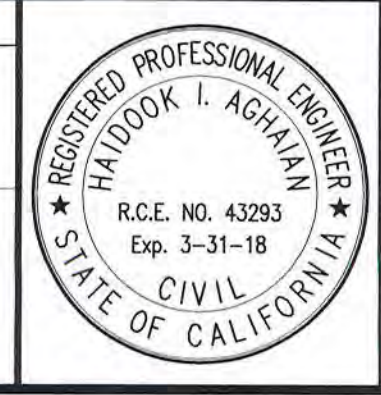
PREM KUMAR DATE

DEPUTY PW DIR/ASSISTANT CITY ENGINEER (R.C.E. # 02062)

APPROVED:

AHMAD R. ANSARI DATE

PUBLIC WORKS DIRECTOR/CITY ENGINEER (R.C.E. # 03516)



Thienes Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYING
14345 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH (714) 931-4811, FAX (714) 921-4173
WWW.THIESENSENG.COM

UNDER THE SUPERVISION OF:
HAIDOOK I. AGHAIAN R.C.E. NO. 43293 DATE

CITY OF MORENO VALLEY

STREET IMPROVEMENT PLANS

PARCEL NO. 35679

EUCALYPTUS AVENUE, STREET "A"

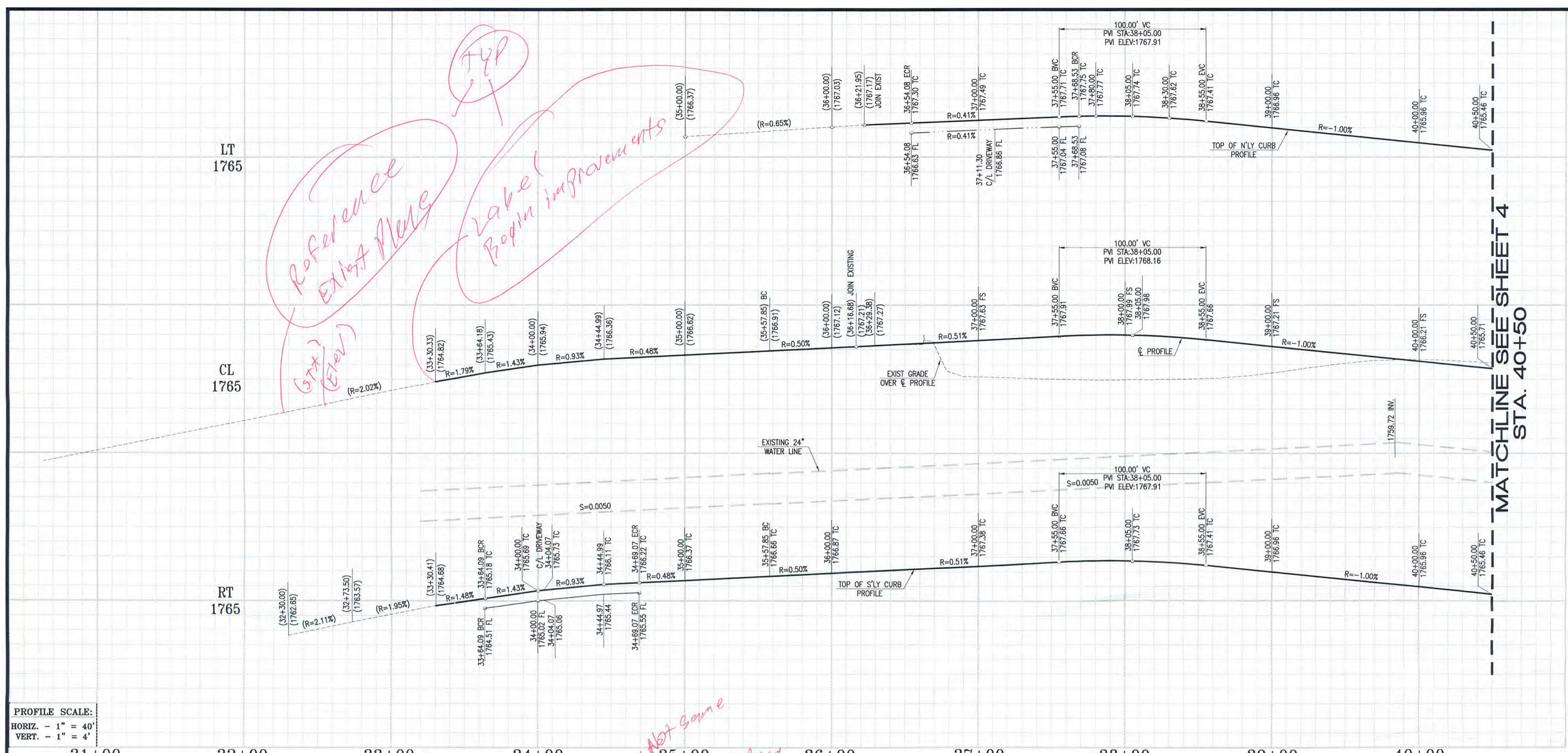
TYPICAL SECTIONS AND DETAILS

ACCT. NO.

SHEET 2 NO. 17

CITY I. D. NO.

Attachment: Plan Check Consultant Agreement - Hunsaker (852) - AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH PROFESSIONAL CONSULTANT

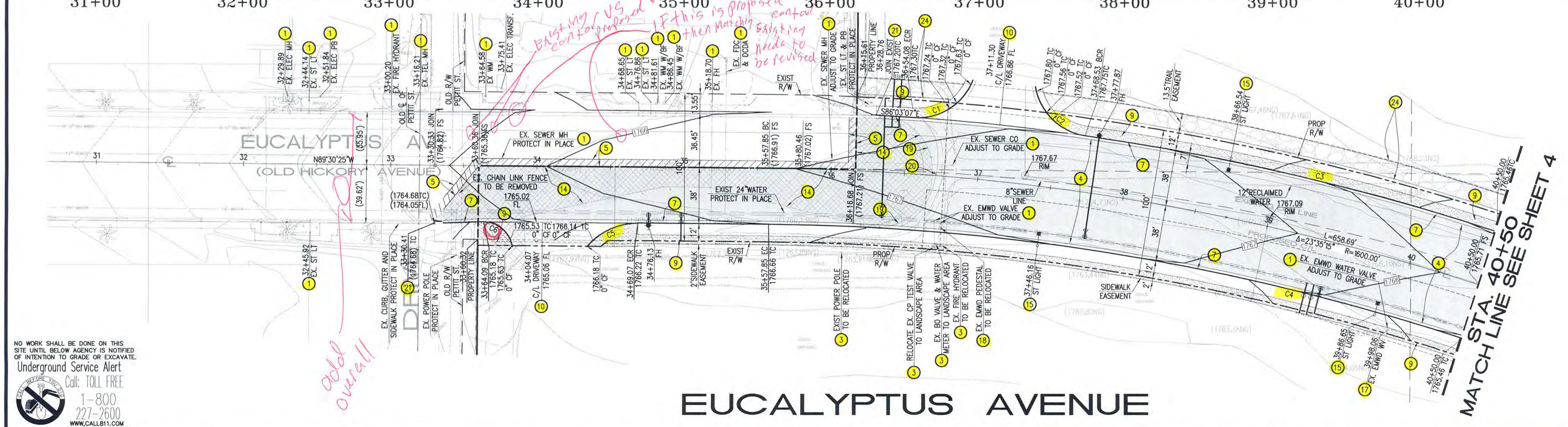


PROFILE SCALE:
 HORIZ. - 1" = 40'
 VERT. - 1" = 4'

CONSTRUCTION NOTES

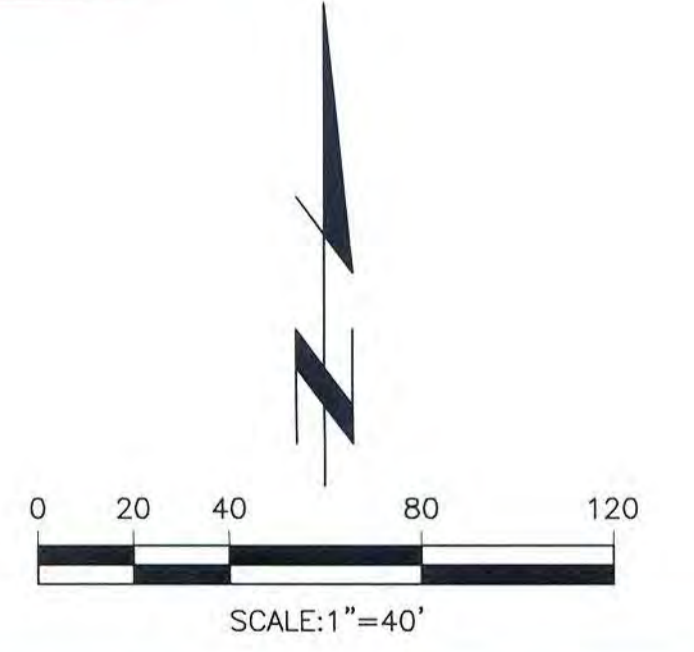
- 1 PROTECT IN PLACE AND/OR ADJUST TO GRADE (ITEM AS NOTED)
- 2 REMOVE EXISTING (ITEM AS NOTED)
- 3 RELOCATE EXISTING (ITEM AS NOTED) AND ALL APPURTENANCES.
- 4 CONSTRUCT 6" AC PAVEMENT OVER 12" A.B. (TO BE VERIFIED WITH SOILS ENGINEERS REPORT AFTER R-VALUE TESTING)
- 5 GRIND 2" AND OVERLAY AC AS NEEDED TO MATCH EXISTING PAVEMENT AND SMOOTH TRANSITION. GEO-GRID 12' EITHER SIDE OF OVERLAP
- 6 CONSTRUCT PAVEMENT EDGE TAPER PER CITY OF MORENO VALLEY STD. MVS1-130-0.
- 7 CONSTRUCT 8" CURB AND GUTTER, TYPE B PER CITY OF MORENO VALLEY STANDARD MVS1-120B-0
- 8 CONSTRUCT ACCESS RAMP TYPE I PER CITY OF MORENO VALLEY STD. DWG. NO. MVS1-114A-0.
- 9 CONSTRUCT 6' WIDE SIDEWALK PER CITY OF MORENO VALLEY STANDARD MVS1-115A-0 (CURB ADJACENT) OR MVS1-115B-0 (R/W ADJACENT)
- 10 CONSTRUCT TYPE III, CITY OF MORENO VALLEY STANDARD MVS1-112C-0 COMMERCIAL DRIVEWAY APPROACH, MODIFIED PER DETAIL ON SHEET 2
- 11 CONSTRUCT 6" CURB AND GUTTER, TYPE 6 PER CITY OF MORENO VALLEY STANDARD MVS1-120A-0
- 12 CONSTRUCT LOCAL DEPRESSION PER CITY OF MORENO VALLEY STD. MWFE 300A-0.
- 13 CONSTRUCT CATCH BASIN PER STORM DRAIN PLANS.
- 14 SAWCUT AND REMOVE EXISTING AC PAVEMENT
- 15 INSTALL 22,000 LUMEN STREET LIGHT PER CITY STD. DWG. MVL1-400B-0
- 16 INSTALL 9,500 LUMEN STREET LIGHT PER CITY STD. DWG. MVL1-400A-0
- 17 ADJUST EXISTING WATER VALVE TO GRADE PER EMDM STD. A-492
- 18 RELOCATE EXISTING EMDM PEDESTAL PER EMDM STD. SB-61
- 19 REMOVE EXISTING AC BERM
- 20 RELOCATE EXISTING TRAFFIC SIGN OUTSIDE OF TRAVELED WAY
- 21 JOIN EXISTING CURB, GUTTER & SIDEWALK; MATCH & SMOOTH CONNECTION TO EXISTING.
- 22 CONSTRUCT CONCRETE CROSS GUTTER AND SPANDREL PER CITY STD. DWG. MVS1-127-0
- 23 CONSTRUCT 4" AC PAVEMENT OVER 6" A.B. (TO BE VERIFIED WITH SOILS ENGINEERS REPORT AFTER R-VALUE TESTING)
- 24 CONSTRUCT 4 1/2" THICK CONCRETE PAVEMENT ON 90% COMPACTED SUB-GRADE WITH ROUGH SURFACE PER CITY OF MORENO VALLEY SPECIFICATIONS AND SOILS ENGINEERS RECOMMENDATIONS.
- 25 SAW CUT LINE
- 26 CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH PER CITY STD. MVS1-111A-0 SHEET 1 (MODIFIED TO 6" THICK PCC) X=5', W PER PLAN.

ONLY SHOW NOTES THAT APPLY.



CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	87°56'27"	40.00'	61.39'	38.59'
C2	87°57'39"	40.00'	61.41'	38.60'
C3	121°7'29"	1638.00'	351.40'	176.37'
C4	19°59'14"	1562.00'	544.89'	275.24'
C5	89°57'05"	45.00'	70.65'	44.96'

where is C6



NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.
Underground Service Alert
 Call: TOLL FREE
 1-800-227-2600
 WWW.CALL811.COM
 TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK
 CITY OF MORENO VALLEY / RV. CO. DESIGNATION
 "MF-54"
 BRASS DISK TOP OF CONCRETE HEADWALL, STAMPED MF 54 1993. 0.4 MILE SOUTH OF HIGHWAY 60 AND REDLANDS BLVD. INTERSECTION AND 64 FEET EAST OF REDLANDS BLVD. AND 19.5 FEET SOUTH OF MYERS AVE. SET ON SOUTHEAST CORNER OF RECTANGULAR CONCRETE WEIR AND STAMPED "MF-54"
 ELEVATION = 1722.37' (NGVD '29 / SUNNYMEAD QUAD)

BASIS OF BEARING
 THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 3, T. 3S., R. 3W., S.B.B. & M. AS PER PARCEL MAP NO. 23244. P.M.B. 161/16-24, BEING N 00°32'24" E IN THE CITY OF MORENO VALLEY RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

REVIEW BY CITY STAFF		DATE	INITIAL	DATE
OFFICE	ENGINEERING DIVISION MANAGER			
LAND DEVELOPMENT				
PLANNING				
TRANSPORTATION				
PARK AND COMMUNITY SERVICES				
SPECIAL DISTRICTS				
STORM WATER MANAGEMENT PROM				

DATE	INITIAL	DESCRIPTION	REC. APPR. DATE
	E.O.R.	REVISION	

CITY OF MORENO VALLEY APPROVALS
 RECOMMEND:
 DEPUTY P.M. PRAKASHANTH CITY ENGINEER
 R.C.E. # C52463
 DATE

APPROVED:
 AHMAD R. ANSARI
 PUBLIC WORKS DIRECTOR/CITY ENGINEER
 R.C.E. # C5138
 DATE

Thienes Engineering, Inc.
 CIVIL ENGINEERING - LAND SURVEYING
 14349 FIRESTONE BOULEVARD
 LA MIRADA, CALIFORNIA 90638
 PH: (714) 521-4811 FAX: (714) 521-4173
 WWW.THIESENSENG.COM
 UNDER THE SUPERVISION OF:
 HAIDOOK I. AGHAJAN R.C.E. NO. 43293 DATE

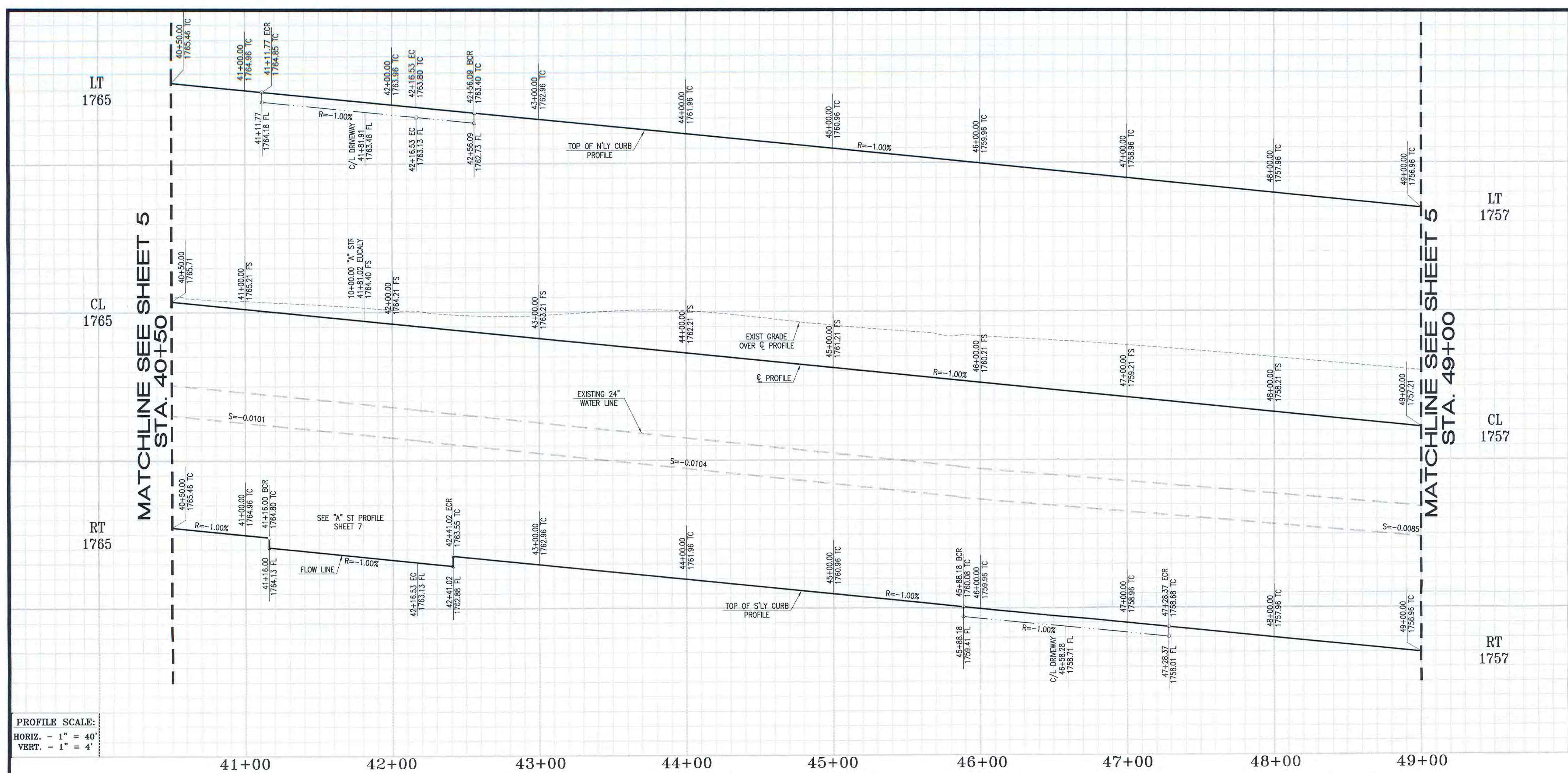
CITY OF MORENO VALLEY
 STREET IMPROVEMENT PLANS
 PARCEL NO. 35679
 EUCALYPTUS AVENUE
 STA 31+00.00 TO STA. 41+00.00

ACCT. NO.
 SHEET **3** NO. **17**
 CITY I. D. NO.

CONSTRUCTION NOTES

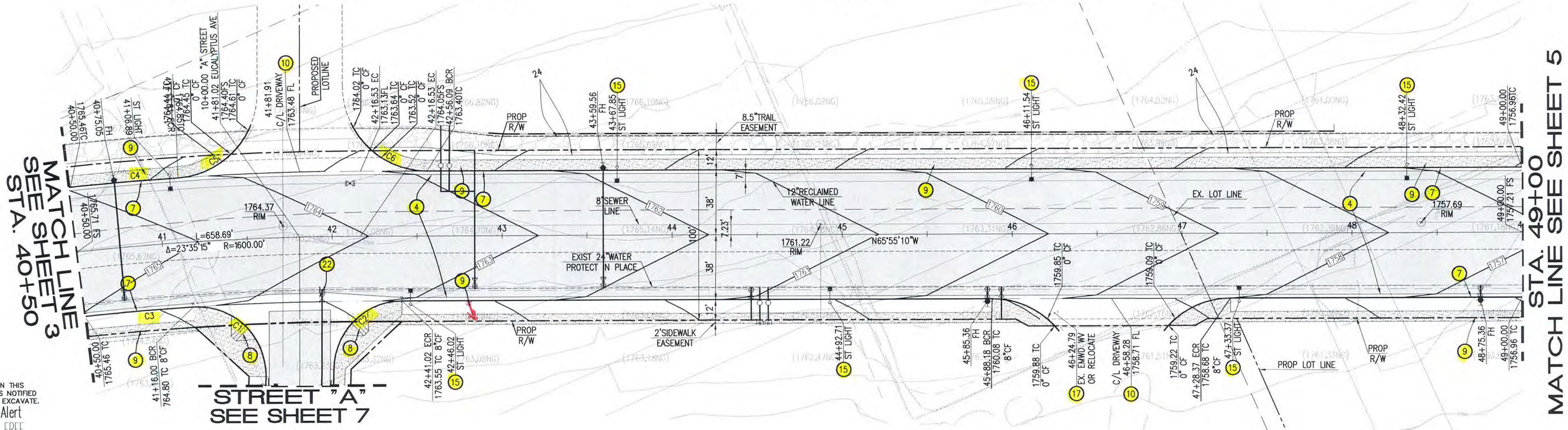
- 1 - PROTECT IN PLACE AND/OR ADJUST TO GRADE (ITEM AS NOTED)
- 2 - REMOVE EXISTING (ITEM AS NOTED)
- 3 - RELOCATE EXISTING (ITEM AS NOTED) AND ALL APPURTENANCES.
- 4 - CONSTRUCT 6" AC PAVEMENT OVER 12" A.B. (TO BE VERIFIED WITH SOILS ENGINEERS REPORT AFTER R-VALUE TESTING)
- 5 - GRIND 2" AND OVERLAY AC AS NEEDED TO MATCH EXISTING PAVEMENT AND SMOOTH TRANSITION. GEO-GRID 12" EITHER SIDE OF OVERLAY
- 6 - CONSTRUCT PAVEMENT EDGE TAPER PER CITY OF MORENO VALLEY STD. MVS1-130-0.
- 7 - CONSTRUCT 8" CURB AND GUTTER, TYPE 8 PER CITY OF MORENO VALLEY STANDARD MVS1-120B-0
- 8 - CONSTRUCT ACCESS RAMP TYPE 1 PER CITY OF MORENO VALLEY STD. DWG. NO. MVS1-114A-0.
- 9 - CONSTRUCT 6" WIDE SIDEWALK PER CITY OF MORENO VALLEY STANDARD MVS1-115A-0 (CURB ADJACENT) OR MVS1-115B-0 (R/W ADJACENT)
- 10 - CONSTRUCT TYPE III, CITY OF MORENO VALLEY STANDARD MVS1-112C-0 COMMERCIAL DRIVEWAY APPROACH, MODIFIED PER DETAIL ON SHEET 2
- 11 - CONSTRUCT 6" CURB AND GUTTER, TYPE 6 PER CITY OF MORENO VALLEY STANDARD MVS1-120A-0
- 12 - CONSTRUCT LOCAL DEPRESSION PER CITY OF MORENO VALLEY STD. MWFE 300A-0.
- 13 - CONSTRUCT CATCH BASIN PER STORM DRAIN PLANS.
- 14 - SAWCUT AND REMOVE EXISTING AC PAVEMENT
- 15 - INSTALL 22,000 LUMEN STREET LIGHT PER CITY STD. DWG. MVL-400B-0
- 16 - INSTALL 9,500 LUMEN STREET LIGHT PER CITY STD. DWG. MVL-400A-0
- 17 - ADJUST EXISTING WATER VALVE TO GRADE PER EMWD STD. A-492
- 18 - RELOCATE EXISTING EMWD PEDESTAL PER EMWD STD. SB-61
- 19 - REMOVE EXISTING AC BERM
- 20 - RELOCATE EXISTING TRAFFIC SIGN OUTSIDE OF TRAVELED WAY
- 21 - JOIN EXISTING CURB, GUTTER & SIDEWALK; MATCH & SMOOTH CONNECTION TO EXISTING.
- 22 - CONSTRUCT CONCRETE CROSS GUTTER AND SPANDREL PER CITY STD. DWG. MVS1-127-0
- 23 - CONSTRUCT 4" AC PAVEMENT OVER 6" A.B. (TO BE VERIFIED WITH SOILS ENGINEERS REPORT AFTER R-VALUE TESTING)
- 24 - CONSTRUCT 4 1/2" THICK CONCRETE PAVEMENT ON 90% COMPACTED SUB-GRADE WITH ROUGH SURFACE PER CITY OF MORENO VALLEY SPECIFICATIONS AND SOILS ENGINEERS RECOMMENDATIONS.
- 25 - SAW CUT LINE
- 26 - CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH PER CITY STD. MVS1-111A-0 SHEET 1 (MODIFIED TO 8" THICK PCC) X=5', W PER PLAN.

ONLY NOTES THAT APPLY

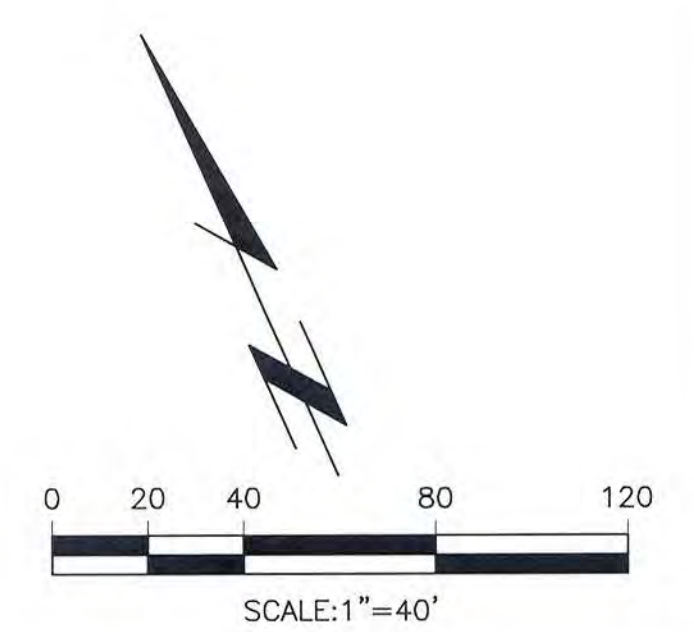


PROFILE SCALE:
 HORIZ. - 1" = 40'
 VERT. - 1" = 4'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	95°14'04"	40.00'	66.49'	43.83'
C2	89°46'55"	40.00'	62.68'	39.85'
C3	19°59'14"	1562.00'	544.89'	275.24'
C4	12°17'29"	1638.00'	351.40'	176.37'
C5	86°14'54"	50.00'	75.27'	46.83'
C6	90°00'00"	50.00'	78.54'	50.00'



EUCALYPTUS AVENUE



NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.
 Underground Service Alert
 Call: TOLL FREE
 1-800-277-2600
 WWW.CALL811.COM
 TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK CITY OF MORENO VALLEY/ RIV. CO. DESIGNATION "MF-54" BRASS DISK TOP OF CONCRETE HEADWALL, STAMPED "NF-54 1983, 0.4 MILE SOUTH OF HIGHWAY 90 AND REDLANDS BLVD. INTERSECTION AND 64 FEET EAST OF REDLANDS BLVD. AND 19.5 FEET SOUTH OF MYERS AVE. SET ON SOUTHEAST CORNER OF RECTANGULAR CONCRETE WEIR AND STAMPED "NF-54" ELEVATION = 1722.37' (NGVD '29 / SUNNYMEAD QUAD)		BASIS OF BEARING THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 3, T. 3S., R. 3W., S.B.B.M. AS PER PARCEL MAP NO. 23244, P.M.B. 161 16-24, BEING N 00°32'24" E IN THE CITY OF MORENO VALLEY, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.		REVIEW BY CITY STAFF OFFICE: ENGINEERING DIVISION MANAGER LAND DEVELOPMENT PLANNING TRANSPORTATION PARK AND COMMUNITY SERVICES SPECIAL DISTRICTS STORM WATER MANAGEMENT PRGM		CITY OF MORENO VALLEY APPROVALS RECOMMEND: FROM KUMAR DEPUTY PW DIR./ASSISTANT CITY ENGINEER R.C.E. # CS2463 APPROVED: AHMAD R. ANISAR PUBLIC WORKS DIRECTOR/CITY ENGINEER R.C.E. # CS1318				Thienes Engineering, Inc. CIVIL ENGINEERING • LAND SURVEYING 14349 FIRESTONE BOULEVARD LA MIRADA, CALIFORNIA 90638 PH: (714) 521-4811 FAX: (714) 521-4173 WWW.THIESENENGINEERING.COM UNDER THE SUPERVISION OF: HAIDOOK I. AGHAIAN RCE NO. 43293		CITY OF MORENO VALLEY STREET IMPROVEMENT PLANS PARCEL NO. 35679 EUCALYPTUS AVENUE STA 41+00.00 TO STA. 50+00.00		ACCT. NO. SHEET 4 NO. 17 CITY I. D. NO.
---	--	--	--	--	--	--	--	--	--	---	--	---	--	---

STANDARD GENERAL IMPROVEMENT NOTES:

- 1. ALL WORK CALLED FOR ON THE PLANS SHALL BE IN COMPLIANCE WITH CURRENT CITY STANDARD PLANS ADOPTED BY THE CITY COUNCIL.
2. A CONSTRUCTION PERMIT MUST BE OBTAINED FROM THE LAND DEVELOPMENT DIVISION OF THE PUBLIC WORKS DEPARTMENT...
3. AN ENCROACHMENT PERMIT IS REQUIRED IN ALL CASES WHERE WORK WILL INTERFERE WITH EITHER VEHICULAR OR PEDESTRIAN TRAFFIC.

DECLARATION OF ENGINEER OF RECORD

I HEREBY DECLARE THAT THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF DESIGN OF THESE IMPROVEMENTS, I ASSUME FULL RESPONSIBLE CHARGE FOR SUCH DESIGN.

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OF STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN FIELD BY THE CONTRACTOR.

UTILITY NOTE:

APPROVAL OF THESE PLANS BY CITY OF MORENO VALLEY LAND DEVELOPMENT DIVISION DOES NOT CONSTITUTE FINAL APPROVAL FOR THE CONSTRUCTION OF WATER AND SEWER UTILITY UNTIL REVIEWED AND APPROVED BY THE BUILDING AND SAFETY DIVISION.

ADA NOTE:

ALL ADA / TITLE 24 REQUIREMENTS AND PATH OF TRAVEL INCLUDING BUT NOT LIMITED TO ACCESS SHALL BE REVIEWED AND APPROVED BY THE CITY OF MORENO VALLEY BUILDING AND SAFETY DIVISION. APPROVAL OF THESE PLANS DOES NOT CONSTITUTE FINAL APPROVAL OF THE ACCESS REQUIREMENTS.

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE. Underground Service Alert

TOPOGRAPHY BY THIENES ENG., INC. 02-16-2016

NOTE: WALL CONSTRUCTION REQUIRED WALL SEPARATE PERMIT

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREON IS DESCRIBED AS FOLLOWS: REAL PROPERTY IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: DIVISION 1: LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 36 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED IN BOOK 11, PAGE 10 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION AS DESCRIBED IN THE DEED FROM C. W. LANTZ AND MARY LEE LANTZ TO LANDMARK LAND COMPANY, INC., A DELAWARE CORPORATION RECORDED AUGUST 31, 1989 AS INSTRUMENT NO. 298755, OFFICIAL RECORDS. ALSO EXCEPT FROM LOTS 4 AND 5 THAT PORTION CONVEYED TO THE CITY OF MORENO VALLEY BY DEED RECORDED FEBRUARY 3, 2005 AS INSTRUMENT NO. 0098241 OFFICIAL RECORDS.

TOGETHER WITH THOSE PORTIONS OF EUCALYPTUS AVENUE AND QUINCY STREET WITHIN SAID BLOCK LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT AND EASTERLY OF THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT.

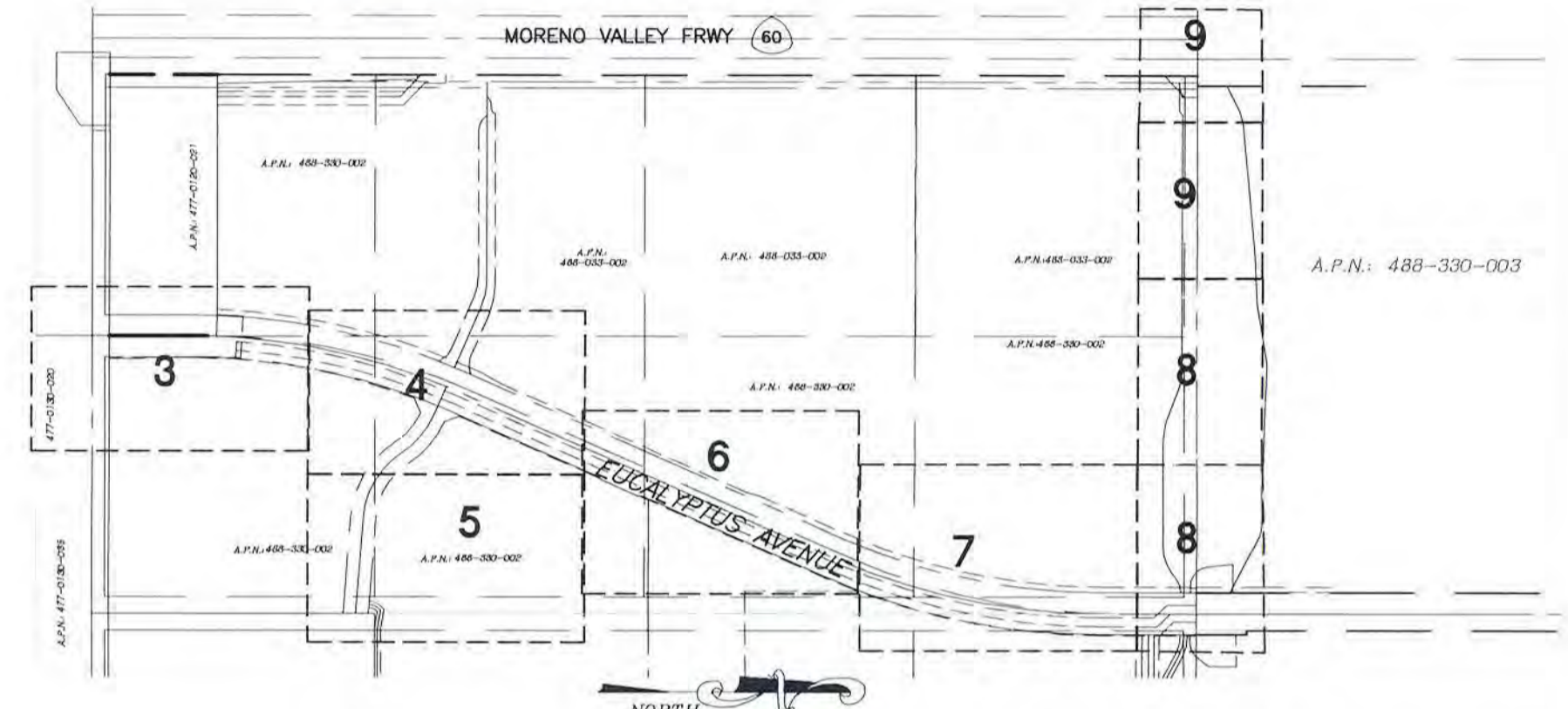
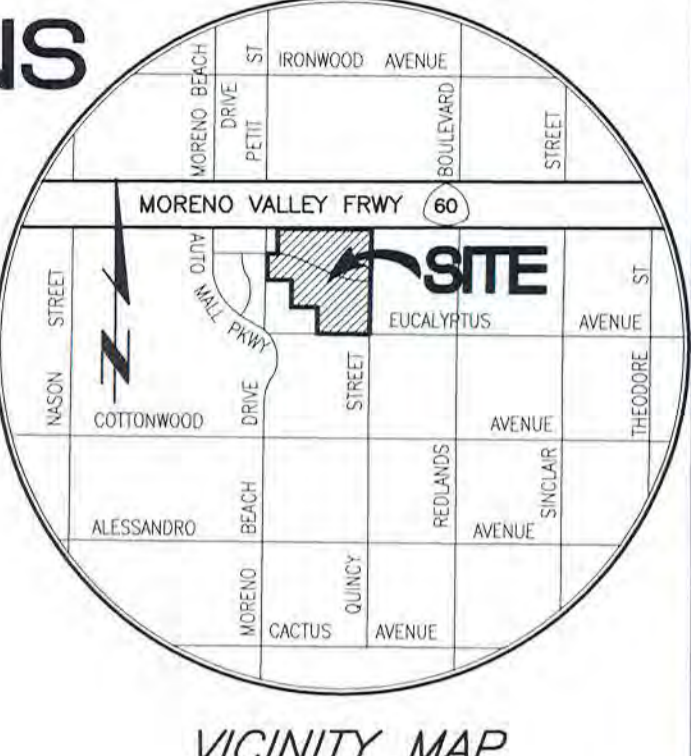
PARCEL A: LOTS 2, 3 AND 7 OF BLOCK 53 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

PARCEL B: LOT 8 BLOCK 53 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

PARCEL C: LOT 1 BLOCK 53, AS SHOWN BY MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED IN BOOK 11, PAGE 10 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

THE GRADING AND/OR IMPROVEMENT PLANS ARE APPROVED FOR A PERIOD OF TWO (2) YEARS FROM THE DATE SIGNED BY THE CITY ENGINEER. AFTER THE TWO (2) YEAR PERIOD HAS LAPSED, THE ENGINEER OF RECORD MAY BE REQUIRED TO SUBMIT AND PROCESS FOR CITY ENGINEER APPROVAL, UPDATED PLANS THAT COMPLY WITH THE MOST CURRENT CITY STANDARDS, PRACTICES AND POLICIES.

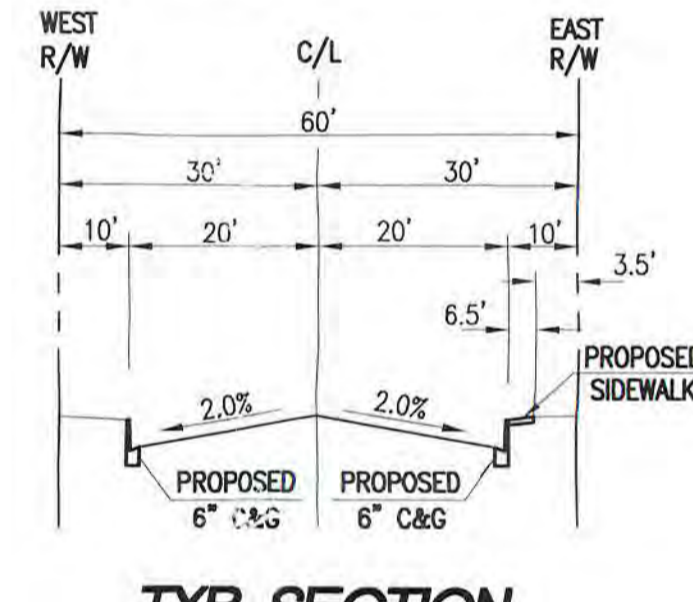
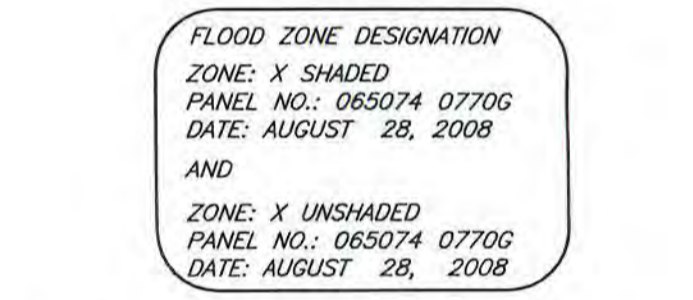
ROUGH GRADING AND BURIED SLOPE PROTECTION PLANS FOR PROLOGIS PARK MORENO VALLEY EUCALYPTUS SWC 60 FREEWAY AND QUICY CHANNEL TPM 35679



STANDARD GRADING NOTES:

- 1. ALL WORK SHALL CONFORM TO THE CITY OF MORENO VALLEY GRADING REGULATIONS, THE ADOPTED CALIFORNIA BUILDING CODE, AND THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES OR STRUCTURES ABOVE OR BELOW GRADE, SHOWN OR NOT SHOWN ON THESE PLANS.

I HEREBY STATE THAT THIS PLAN WAS PREPARED UNDER MY SUPERVISION AND THAT IT CONFORMS TO THE LATEST EDITION OF THE CALIFORNIA BUILDING CODE (C.B.C.) AS MODIFIED BY CITY OF MORENO VALLEY ORDINANCES, THE INTERIM GUIDELINES, AND THE PRELIMINARY SOIL REPORT PREPARED FOR THIS PROJECT.



INDEX table listing sheet numbers for various plan types: TITLE SHEET (1), DETAIL SHEET, CONST. NOTES & QUANTITIES (2), GRADING PLAN (3-9), SECTION AND PROFILE SHEET (10-11), EROSION CONTROL PLAN (12-13), CONDITIONS OF APPROVAL (14-18).

UTILITY COMPANIES table listing contact information for Eastern Municipal Water District, Southern California Edison, and others.

PROJECT INFORMATION table detailing project address, zoning, site acreage, and assessor's parcel numbers.

EARTHWORK ANALYSIS table showing material available (excavation, fill) and material required (fill, site stripping, etc.).

HAIDOOK I AGHAIAN R.C.E. # 43293

OWNER: PROLOGIS 17777 CENTER COURT DRIVE., STE. #100 CERRITOS, CA 90703 PH: (562) 345-9226

Table for SOILS ENGINEER CERTIFICATION with fields for Name, Title, R.C.E.#, and Date.



Thienes Engineering, Inc. CIVIL ENGINEERING & LAND SURVEYING 14349 FIRESTONE BOULEVARD LA MIRANDA, CALIFORNIA 90130

CITY OF MORENO VALLEY PRELIMINARY GRADING PLAN FOR PROLOGIS EUCALYPTUS TPM 35679 TITLE SHEET

Table with columns for BENCH MARK, BASIS OF BEARING, REVIEW BY CITY STAFF, CITY OF MORENO VALLEY APPROVALS, and SHEET NO. 1 of 18.

INSTRUCTION TO BIDDERS REF: EARTHWORK BALANCE-VALUE ENGINEERING.

FOLLOWING GRADING DESIGN IS INTENDED TO PROVIDE FOR A "BALANCED" SITE WITHIN AN ALLOWABLE TOLERANCE USING A THREE PART PROCESS. BASED ON THE GEOTECHNICAL REPORT PROVIDED, THE CONSULTANT HAS COMPLETED AN EARTHWORK CALCULATION USING A SHRINKAGE FACTOR CALCULATED FROM THE IN PLACE DENSITIES SHOWN IN BORING LOGS WHICH MAY NOT AGREE WITH THE STATED SHRINKAGE GIVEN IN THE SOILS REPORT. IN ADDITION, SITE WORK MAY UNCOVER UNSUITABLE MATERIAL, ROCKS OR UNDOCUMENTED FILL THAT WOULD NOT HAVE BEEN PART OF THE CALCULATIONS AND COULD AFFECT THE EARTHWORK BALANCE. THIENES ENGINEERING WILL ADJUST THE PRECISE GRADING PLANS DURING THE GRADING OPERATIONS TO COMPENSATE FOR THESE VARIABLE CONDITIONS AS NECESSARY TO BALANCE THE EARTHWORK AND ELIMINATE NECESSITY TO IMPORT AND EXPORT EARTH. GIVEN THE RANGE OF POTENTIAL SHRINKAGE VALUES ALLOWED FOR IN THE GEOTECHNICAL REPORT AND THE POTENTIAL OF UNFORESEEN FIELD CONDITIONS, THE CONSULTANT WILL PROVIDE A GLOBAL (ENTIRE SITE) VERTICAL FIELD ADJUSTMENT TO FINISH GRADE ELEVATIONS AS REQUIRED TO ACHIEVE THE BALANCE INTENTED.

NOTE: ANY FIELD CHANGES/ADJUSTMENTS SHALL BE REFLECTED IMMEDIATELY AS A DELTA REVISION ON THE ORIGINAL APPROVED PLANS, REVIEWED FOR APPROVAL BY THE CITY ENGINEER AND UPON APPROVAL, DISTRIBUTED BY THE CONSULTANT (THIENES ENGINEERING).

PROCEDURE:

THE FOLLOWING PROCEDURE WILL BE FOLLOWED AS PART ONE OF THE PROCESS TO OBTAIN A MIDGRADE SITE BALANCE: THIS PROCEDURE SHALL BE MONITORED BY THIENES ENGINEERING FIELD SURVEY CREWS WHO WILL PROVIDE CONSTRUCTION STAKING AND FIELD ENGINEERING SERVICES UNDER A SEPARATE CONTRACT.

- 1. PART ONE: THE GRADING SUBCONTRACTOR SHALL REVIEW THE PLANS, ANTICIPATED FOOTING, POUR STRIP AND UTILITY SPOILS AND RECOMMEND AN ADJUSTMENT NEEDED TO GENERATE A BALANCED SITE. THIENES ENGINEERING WILL PROVIDE AN INITIAL ADJUSTMENT TO THE GRADING PLANS BASED ON THE GRADING CONTRACTOR'S RECOMMENDATION, IF NECESSARY.
2. THE GRADING CONTRACTOR SHALL PROVIDE A UNIT PRICE PER CUBIC YARD ALONG WITH AN ESTIMATE OF CUBIC YARDS PER TRUCK LOAD (TO ALLOW SITE SUPERINTENDENT TO VERIFY QUANTITIES) AS AN ALTERNATE TO BALANCING THE SITE AND TO ACCOUNT FOR A REASONABLE MARGIN OF ERROR. CONTRACTOR SHALL BE COMPENSATED FOR ANY EXCESS OR SHORTAGE OF EARTH (NOT BOTH) AT THE COMPLETION OF GRADING.
3. THE GRADING CONTRACTOR SHALL PROVIDE FOR A TEN PERCENT INCREASE IN THE SOILS ENGINEER'S REQUIRED FILL BLANKET BELOW THE PROPOSED FOOTINGS. IF THE SOILS REPORT REQUIRES A 3 FOOT FILL BLANKET THE GRADING CONTRACTOR SHALL PROVIDE A 3.3 FOOT FILL BLANKET BELOW THE PROPOSED FOUNDATIONS. THE ADDITIONAL FILL BLANKET WILL ALLOW FOR A POTENTIAL NEGATIVE SITE ADJUSTMENT OF THE ENTIRE SITE.
4. THE GRADING CONTRACTOR SHALL MONITOR THE INITIAL GRADING OPERATIONS TO VERIFY ANY DEPARTURE FROM THE ASSUMED SHRINKAGE OR SUBSIDENCE ESTIMATES. IN THE EVENT THE GRADING CONTRACTOR EXPERIENCES EXCESSIVE OR ADDITIONAL SHRINKAGE OR ADDITIONAL OVER EXCAVATION IS ENCOUNTERED, THE GRADING CONTRACTOR SHALL NOTIFY THIENES ENGINEERING AS SOON AS ANY CHANGE IN THESE CONDITIONS ARE ENCOUNTERED.
5. IN THE EVENT UNSUITABLE SOILS ARE ENCOUNTERED OR DEBRIS REQUIRING REMOVAL DURING THE OVER EXCAVATION PROCESS ARE ENCOUNTERED, THE GRADING CONTRACTOR SHALL NOTIFY THIENES ENGINEERING TO DETERMINE IF ANY FURTHER MODIFICATIONS ARE REQUIRED. IT IS ALSO THE INTENT OF THIS PROJECT TO BE ADJUSTED TO BALANCE FOR UNFORESEEN SOILS CONDITIONS IN ADDITION TO VARIABLES IN THE SHRINKAGE AND SUBSIDENCE ESTIMATES.
6. THE GRADING CONTRACTOR SHALL STOP GRADING OPERATIONS WHEN THE MAJORITY OF GRADING HAS BEEN COMPLETED (APPROXIMATELY 90 PERCENT, OR AT GRADING CONTRACTOR'S RECOMMENDATION) AND BEFORE THE BUILDING PAD HAS BEEN FINISHED. THE GRADING CONTRACTOR SHALL LEAVE THE SITE IN A RELATIVELY SMOOTH CONDITION NECESSARY TO PROVIDE AN ACCURATE TOPOGRAPHIC SURVEY OF THE GRADED CONDITIONS. GRADING CONTRACTOR SHALL PROVIDE THIENES ENGINEERING 48 HOURS NOTICE PRIOR TO THE TEMPORARY STOP OF GRADING (2 BUSINESS DAYS NOTICE) TWO BUSINESS DAYS WILL BE REQUIRED TO COMPLETE AN AS-GRADED TOPOGRAPHIC SURVEY.
7. THIENES ENGINEERING SHALL PROVIDE A TOPOGRAPHIC SURVEY OF THE ENTIRE SITE WITH SPOT ELEVATIONS AT 25 FOOT INTERVALS, LOCATING ALL GRADE BREAKS AND PROVIDE THE GRADING CONTRACTOR WITH AN ELECTRONIC COPY OF THE SURVEY INCLUDING A DTM MODEL. THIENES ENGINEERING SHALL ALSO PROVIDE A RECOMMENDATION OF ANY SITE ADJUSTMENTS AND GRADING CONTRACTOR SHALL ALSO RE-RUN THEIR OWN CALCULATIONS AND CONFIRM WITH THIENES ENGINEERING'S CALCULATIONS AND PROVIDE THEIR OWN RECOMMENDATION.
8. THE GRADING CONTRACTOR SHALL PROVIDE FOR A SITE ADJUSTMENT DURING THE GRADING OPERATIONS IN CONTRACTOR'S BASE BID. CONTRACTOR SHALL NOT FINE GRADE THE SITE UNTIL AFTER THE COMPLETION OF THE AS-GRADED TOPOGRAPHIC SURVEY AND THIENES ENGINEERING PROVIDES A RECOMMENDATION TO BALANCE THE SITE. THE GRADING CONTRACTOR'S BASE BID SHALL ANTICIPATE THAT ADDITIONAL EARTH MOVING MAY BE REQUIRED AS A RESULT OF AN ADJUSTMENT OF THE GRADING PLAN IN THE GRADING SCHEDULE.
9. THE GRADING CONTRACTOR SHALL INCLUDE/ALLOW FOR UTILITY SPOILS (ACCOUNTING FOR BACKFILL MATERIAL) FOUNDATION AND POUR STRIP SPOILS MATERIAL IN THEIR EARTHWORK QUANTITY ESTIMATE.
10. THIENES ENGINEERING WILL MODIFY THE GRADING PLANS IN A TIMELY FASHION AND PROVIDE A REVISED PRECISE GRADING PLAN WITH THE BUILDING PAD CERTIFICATION. ASSUME 48 HOURS FOR A WRITTEN DIRECTIVE OF THE PROPOSED ADJUSTMENT VALUE (SUCH AS RAISE ENTIRE SITE 0.04') AND ONE WEEK FOR A REVISED PRECISE GRADING PLAN. GRADING OPERATIONS SHALL CONTINUE AFTER THIENES ENGINEERING PROVIDES A WRITTEN DIRECTIVE OF GLOBAL SITE BALANCE. CONTINUANCE OF GRADING SHALL NOT BE DEPENDANT OF THIENES ENGINEERING PROVIDING REVISED GRADING PLANS.
11. PART TWO: WHEN BUILDING PAD CERTIFICATION IS REQUESTED, THIENES ENGINEERING SHALL PERFORM AN "AS ROUGH GRADED SITE BALANCE" TOPOGRAPHIC SURVEY OF THE ENTIRE SITE. THIENES ENGINEERING SHALL USE THIS TOPOGRAPHY TO CONFIRM THE INITIAL GLOBAL SITE ADJUSTMENT AND REFINES THE SHRINKAGE VALUES. THIENES ENGINEERING SHALL NOTIFY THE CONTRACTOR IF THE PAD IS NOT WITHIN AN ACCEPTABLE TOLERANCE, OTHERWISE NO BUILDING PAD ADJUSTMENT WILL OCCUR.
12. PART THREE: WHEN SITE UTILITIES HAVE BEEN SUBSTANTIALLY INSTALLED, BACK FILLED AND COMPACTED AND ALL SITE WALLS, TRASH ENCLOSURES, PUMP HOUSE AND TRUCK DOCKS HAVE BEEN INSTALLED ALONG WITH ALL POUR STRIPS, THIENES ENGINEERING SHALL PERFORM A "UTILITY SPOILS SITE ADJUSTMENT" TOPOGRAPHICAL SURVEY. THIENES ENGINEERING WILL INFORM THE CONTRACTOR IF IT POSSIBLE TO FURTHER MINIMIZE SOILS IMPORT OR EXPORT BY MAKING SMALL GRADE ADJUSTMENTS TO THE TRUCK YARD, PARKING LOTS AND LANDSCAPE FEATURES TO COMPENSATE FOR ANY EXCESS OR DEFICIENCY IN ESTIMATED SPOILS AND ALTERNATE BACK FILL MATERIALS NOT DISCLOSED DURING THE INSTALLATION PROCESS. THIENES ENGINEERING SHALL MAKE A TIMELY FINAL GRADING PLAN ADJUSTMENT.
13. ANY IMPORT OR EXPORT OF SOIL SHALL BE BROUGHT TO OR REMOVED FROM THE SITE BY GRADING CONTRACTOR ON A TIME AND MATERIALS BASIS IN ACCORDANCE WITH GRADING CONTRACTOR'S ALTERNATE BID FOR IMPORT AND EXPORT. WHILE THE GRADING CONTRACTOR SHALL BE ADDITIONALLY COMPENSATED FOR ANY EXCESS OR SHORTAGE OF SOIL, THE GRADING CONTRACTOR SHALL NOT BE COMPENSATED FOR EXPORTING IF THEY HAVE BEEN COMPENSATED FOR IMPORTING SOIL. IN OTHER WORDS; THE GRADING CONTRACTOR SHALL NOT BE PAID TO IMPORT THEN EXPORT SOIL.
14. THE GRADING CONTRACTOR SHALL COMPLY WITH ALL OTHER CONDITIONS AND RESTRICTIONS IMPOSED BY THE GENERAL CONTRACTOR AND BID A COMPLETE JOB.

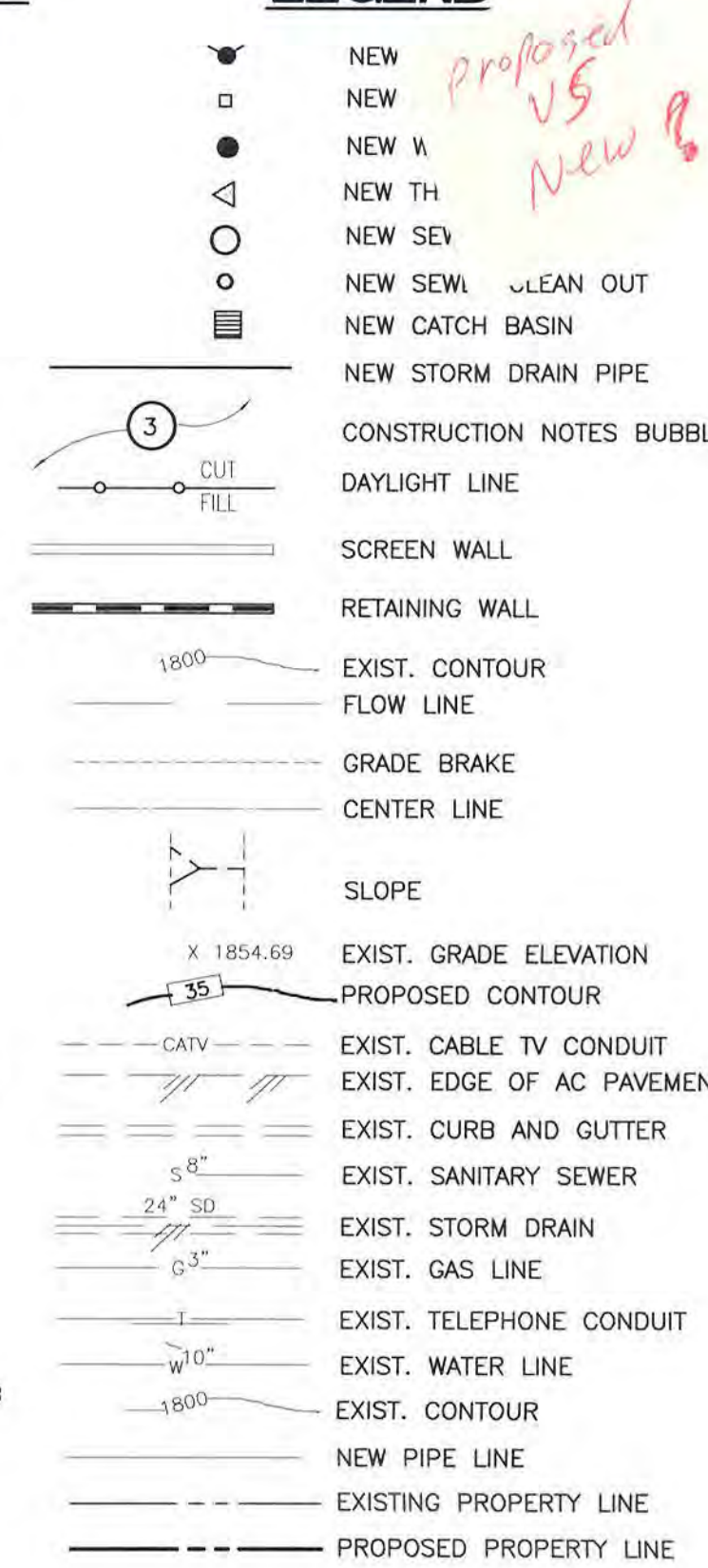
MITIGATION MEASURES (MM)

- MM 4.2-1 "THE CONTRACTOR SHALL UTILIZE CALIFORNIA AIR RESOURCES BOARD (CARB) TIER III CERTIFIED EQUIPMENT OR BETTER FOR ALL OFF-ROAD DIESEL-POWERED CONSTRUCTION EQUIPMENT GREATER THAN 50 HORSEPOWER."
"ANY EMISSIONS CONTROLS DEVICE USED BY THE CONTRACTOR SHALL ACHIEVE EMISSIONS REDUCTIONS THAT ARE NO LESS THAN WHAT COULD BE ACHIEVED BY A LEVEL 3 DIESEL EMISSIONS CONTROL STRATEGY FOR A SIMILARLY SIZED ENGINE AS DEFINED BY CARB REGULATIONS, WITH THE EXCEPTION THAT AFTERBURNERS ARE NOT REQUIRED."
"DURING CONSTRUCTION ACTIVITY, TRUCK IDLING SHALL BE LIMITED TO FIVE MINUTES OR LESS."
"THE CONTRACTOR SHALL IMPLEMENT TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION PURSUANT TO THE REQUIREMENTS OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES"
"THE CONTRACTOR SHALL ASSURE THAT MASS GRADING SHALL BE LIMITED TO NO MORE THAN 6.5 ACRES PER DAY. THE CONTRACTOR SHALL MAINTAIN A LOG OF DAILY MASS GRADING ACTIVITIES, WHICH SHALL BE PROVIDED TO THE CITY UPON REQUEST."
MM 4.2-2 "APPLY NON-TOXIC SOIL STABILIZERS ACCORDING TO MANUFACTURERS' SPECIFICATIONS TO ALL INACTIVE CONSTRUCTION AREAS (PREVIOUSLY GRADED AREAS INACTIVE FOR TEN DAYS OR MORE)."
"ALL TRUCKS HAULING DIRT, SOIL, OR OTHER LOOSE MATERIALS SHALL BE COVERED."
"STREETS SHALL BE SWEEP AT THE END OF EACH DAY IF VISIBLE SOIL IS CARRIED ONTO ADJACENT PAVED PUBLIC ROADS. REFER TO SCQADM RULE 1186.1, "LESS-POLLUTING STREET SWEEPERS."
"THE CONSTRUCTION CONTRACTOR SHALL MONITOR WIND SPEED BY USE OF AN ANEMOMETER. THE CONTRACTOR SHALL SUSPEND ALL EXCAVATING AND GRADING OPERATIONS WHEN INSTANTANEOUS WIND SPEEDS EXCEED 25 MILES PER HOUR."
MM 4.3-2 "NO MORE THAN 30 DAYS PRIOR TO COMMENCEMENT OF GROUND-DISTURBING ACTIVITIES ON SITE, A QUALIFIED BIOLOGIST SHALL CONDUCT PRE-CONSTRUCTION PRESENCE/ABSENCE SURVEYS IN ACCORDANCE WITH THE MSHCP BURROWING OWL SURVEY INSTRUCTIONS REQUIREMENTS AND AS REQUIRED BY MSHCP OBJECTIVE 6 FOR THE BURROWING OWL. IF OWLS ARE DETERMINED TO BE PRESENT, GRADING SHALL NOT COMMENCE BETWEEN FEBRUARY 1 AND SEPTEMBER 15. BETWEEN SEPTEMBER 15 AND FEBRUARY 1, GRADING MAY COMMENCE ONLY AFTER THE QUALIFIED BIOLOGIST HAS PASSIVELY RELOCATED THE OWLS FOLLOWING CDGP PROTOCOL."
MM 4.4-4 "IF ANY SUSPECTED ARCHAEOLOGICAL RESOURCES ARE DISCOVERED DURING GROUND-DISTURBING ACTIVITIES, THE CONSTRUCTION SUPERVISOR IS OBLIGATED TO HALT WORK IN A 100-FOOT RADIUS AROUND THE FIND AND CALL A QUALIFIED ARCHAEOLOGIST TO THE SITE TO ASSESS THE SIGNIFICANCE OF THE FIND."
MM 4.4-5 "IF ANY SUSPECTED PALEONTOLOGICAL RESOURCES ARE DISCOVERED DURING GROUND-DISTURBING ACTIVITIES, THE CONSTRUCTION SUPERVISOR IS OBLIGATED TO HALT WORK IN A 100-FOOT RADIUS AROUND THE FIND AND CALL A QUALIFIED PALEONTOLOGIST TO THE SITE TO ASSESS THE SIGNIFICANCE OF THE FIND."
A QUALIFIED PALEONTOLOGIST SHALL EVALUATE THE SUSPECTED RESOURCE. IF THE PALEONTOLOGIST DETERMINES THAT THE FIND IS NOT UNIQUE, CONSTRUCTION SHALL BE PERMITTED TO PROCEED. HOWEVER, IF THE PALEONTOLOGIST DETERMINES THAT FURTHER INFORMATION IS NEEDED TO EVALUATE SIGNIFICANCE, THE CITY OF MORENO VALLEY SHALL BE NOTIFIED AND A TREATMENT PLAN SHALL BE PREPARED AND IMPLEMENTED IN CONSULTATION WITH THE CITY TO PROTECT THE IDENTIFIED PALEONTOLOGICAL RESOURCE(S) FROM DAMAGE AND DESTRUCTION."
MM 4.6-2 "WITH THE EXCEPTION OF EQUIPMENT USED FOR ASPHALT PAVING, TRENCHING, AND OFF-SITE IMPROVEMENTS, ALL DIESEL-POWERED CONSTRUCTION EQUIPMENT SHALL USE B20 BIODIESEL FUEL (COMPRISING A MINIMUM OF 20% BIODIESEL) FOR THE DURATION OF CONSTRUCTION ACTIVITIES. ANY CONSTRUCTION EQUIPMENT WHOSE WARRANTY WOULD BE VOIDED UPON THE USE OF B20 BIODIESEL FUEL SHALL BE EXEMPT THIS REQUIREMENT. THE BUILDING AND SAFETY DIVISION MAY EXEMPT ADDITIONAL PIECES OF EQUIPMENT FROM THIS REQUIREMENT UPON WRITTEN REQUEST FROM THE PROJECT APPLICANT DOCUMENTING A VALID TECHNICAL, ECONOMIC, OR PHYSICAL REASON WHY THE USE OF B20 BIODIESEL FUEL CANNOT BE USED. THIS REQUIREMENT SHALL ONLY APPLY IF B20 BIODIESEL FUEL IS AVAILABLE WITHIN 15 ROADWAY MILES FROM THE PROJECT SITE AT THE TIME OF CONSTRUCTION ACTIVITIES COMMENCEMENT."
" DURING PROJECT CONSTRUCTION, EXISTING ELECTRICAL POWER SOURCES (E.G., POWER POLES) SHALL BE PROVIDED FOR ELECTRIC CONSTRUCTION TOOLS INCLUDING SAWS, DRILLS AND COMPRESSORS, TO MINIMIZE THE NEED FOR DIESEL OR GASOLINE POWERED ELECTRIC GENERATORS."
MM 4.10-1 a) ALL CONSTRUCTION ACTIVITIES, INCLUDING BUT NOT LIMITED TO HAUL TRUCK DELIVERIES, SHALL BE LIMITED TO BETWEEN THE HOURS OF 7:00 A.M. AND 8:00 P.M.
b) CONSTRUCTION CONTRACTORS SHALL EQUIP ALL CONSTRUCTION EQUIPMENT, FIXED OR MOBILE, WITH PROPERLY OPERATING AND MAINTAINED MUFFLERS, CONSISTENT WITH MANUFACTURERS' STANDARDS.
c) ALL STATIONARY CONSTRUCTION EQUIPMENT SHALL BE PLACED IN SUCH A MANNER SO THAT EMITTED NOISE IS DIRECTED AWAY FROM THE CONSTRUCTION SITE'S NORTH AND EAST PROPERTY BOUNDARIES.
d) EQUIPMENT STAGING SHALL BE LOCATED AT A MINIMUM DISTANCE OF 1,105 FEET FROM THE NORTHEASTERN CORNER OF THE PROJECT SITE'S PROPERTY BOUNDARY, AS MEASURED FROM THE IRIS AVENUE RIGHT-OF-WAY.
e) ALL HAUL TRUCK DELIVERIES SHALL BE LIMITED TO APPROVED HAUL ROUTES. SHOULD ALTERNATE ROUTES BE NECESSARY, HAUL TRUCKS SHALL NOT USE ROADWAYS THAT PASS NOISE-SENSITIVE LAND USES OR RESIDENTIAL DWELLINGS UNLESS APPROVED BY THE CITY OF MORENO VALLEY.

ABBREVIATIONS

- A.B. - AGGREGATE BASE
ARCH. - ARCHITECTURAL
A.C. - ASPHALT CONCRETE
B.W. - BACK OF WALK
B.C.R. - BEGINNING OF CURVE
B.O.P. - BOTTOM OF PIPE
B.O.W. - BOTTOM OF WALL
BLDG. - BUILDING
C.I.P. - CAST IRON PIPE
C.B. - CATCH BASIN
C. - CENTERLINE
C.L.F. - CHAIN LINK FENCE
CONE. - CONCRETE
C.M.B. - CRUSHED MISC. BASE
C.F. - CURB FACE
E.P. - EDGE OF PAVEMENT
E.G.R. - END OF CURVE
EXIST. - EXISTING
(O.00) - EXISTING ELEVATION
F.F. - FINISH FLOOR
F.G. - FINISH GRADE
F.S. - FINISH SURFACE
F.H. - FIRE HYDRANT
F.L. - FLOW LINE
G.B. - GRADE BREAK
H.C. - HANDICAP
H. - HEIGHT OF RETAINING
H.P. - HIGH POINT
INV. - INVERT
L.S. - LANDSCAPING
L.P. - LOW POINT
M.H. - MANHOLE
N.G. - NATURAL GRADE
P.K.W.Y. DRAIN - PARKWAY DRAIN
P.P. - POWER POLE
P. - PROPERTY LINE
P.V.C. - POLYVINYLCHLORIDE
R. - RATE OF GRADE
R.C.P. - REINFORCED CONCRETE PIPE
R.D. - ROOF DRAIN
R/W - RIGHT OF WAY
S. - SLOPE
S.F. - SQUARE FEET
S.D. - STORM DRAIN
S.T.L.T. - STREET LIGHT
T.O.P. - TOP OF PIPE
T.R. - TOP OF RAIL
T.W. - TOP OF WALL
T.B. - TOP OF BERM
T.C. - TOP OF CURB
T.S. - TOP OF CONCRETE SLAB
T.E. - TRASH ENCLOSURE
TRANS. PAD - TRANSFORMER PAD
T.F. - TOP OF FOOTING
T.G. - TOP OF GRATE
TOE - TOE OF SLOPE
TOP - TOP OF SLOPE

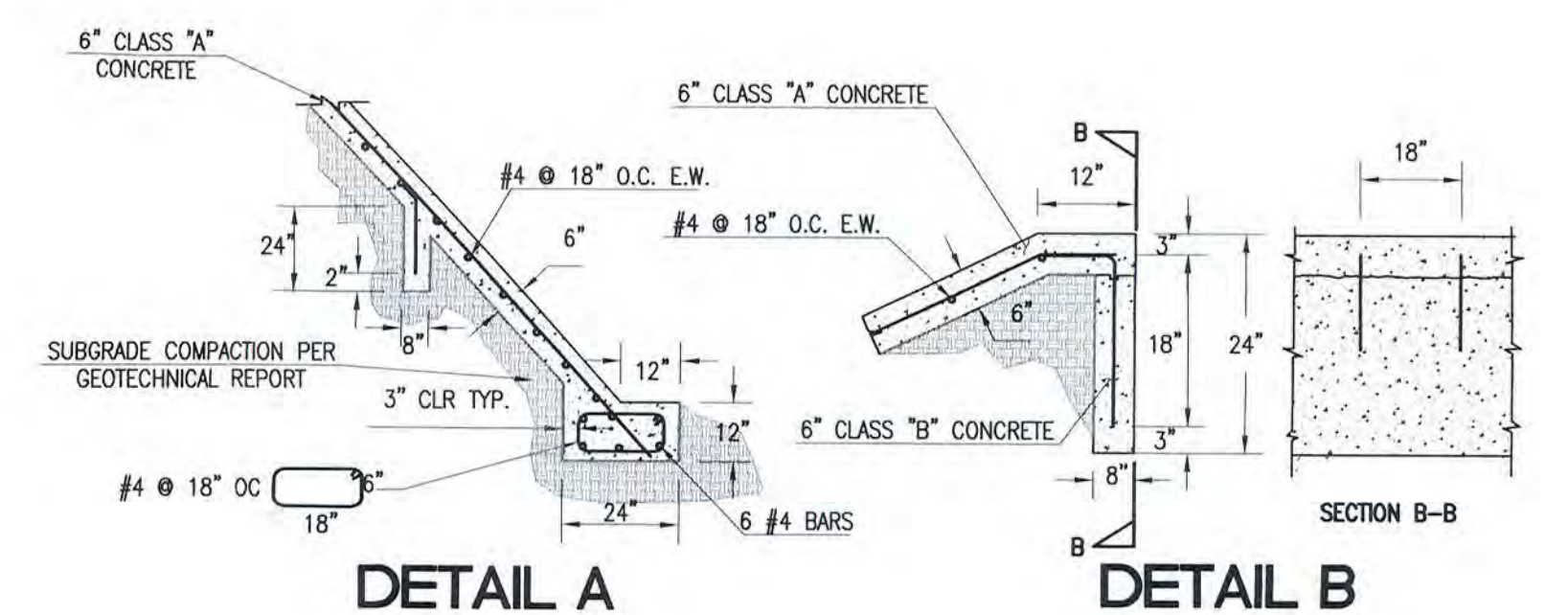
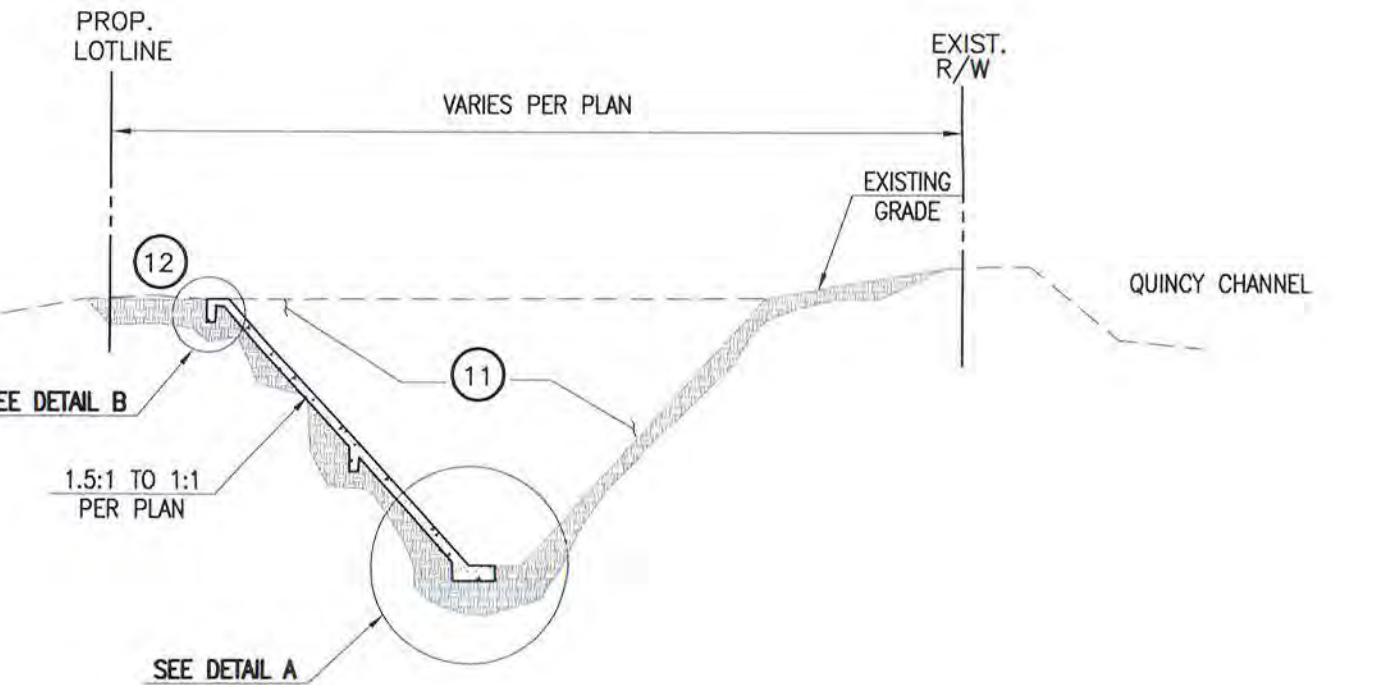
LEGEND



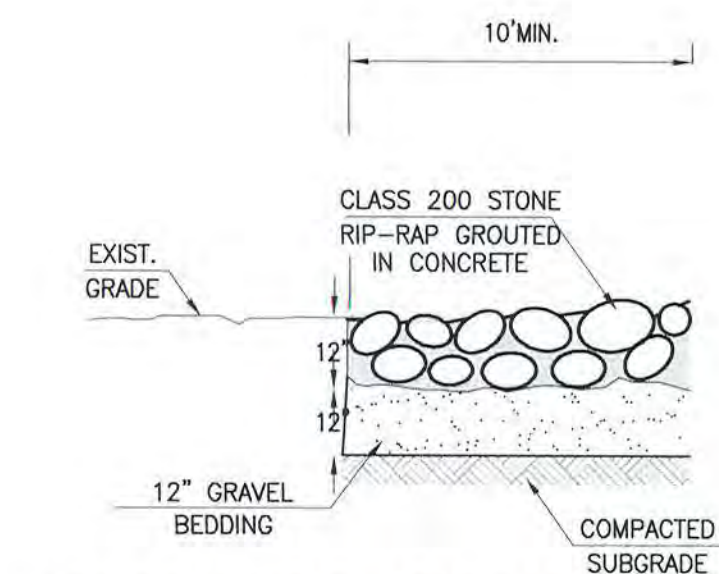
QTY. CONSTRUCTION NOTES:

- (1) PROTECT IN PLACE (ITEM NOTED).
1 EA (2) REMOVE EXISTING POWER POLE BY OTHERS.
1 EA (3) REMOVE EXISTING ELECTRICAL METER.
1 EA (4) ABANDON EXISTING WATER WELL.
24,086 SF (10) CONSTRUCT CONCRETE BURIED SLOPE PER DETAIL ON SHEET 2, SEE CROSS SECTIONS AND PROFILE ON SHEET #10 AND #11.
46,153 SF (11) TRENCH AND BACK FILL TO CONSTRUCT CONCRETE SLOPE PROTECTION PER PER SOUTHERN CALIFORNIA GEOTECHNICAL SOIL REPORT GRADING GUIDE SPECIFICATION.
2,415 SF (12) LANDSCAPE PER LANDSCAPE PLANS.
(13) CONSTRUCT 6" THICK 12" WIDE CONCRETE MAINTENANCE ACCESS ROAD. -Provide Detail
(14) CONSTRUCT RIP RAP PER STORM DRAIN PLAN.
(15) CONSTRUCT HEADWALL PER STORM DRAIN PLAN.
1,057 SF (16) CONSTRUCT 4" THICK 12" WIDE GRAVEL MAINTENANCE ACCESS ROAD PER STREET IMPROVEMENT PLANS.
100 LF (17) CONSTRUCT 5" WIDE CONCRETE SWALE. Provide detail
300 LF (18) CONSTRUCT 15'x15" RIP-RAP PER DETAIL ON SHEET 2.

Handwritten notes: TOP? see sht 9 call out BOF? ADD



10 CONCRETE BURIED SLOPE

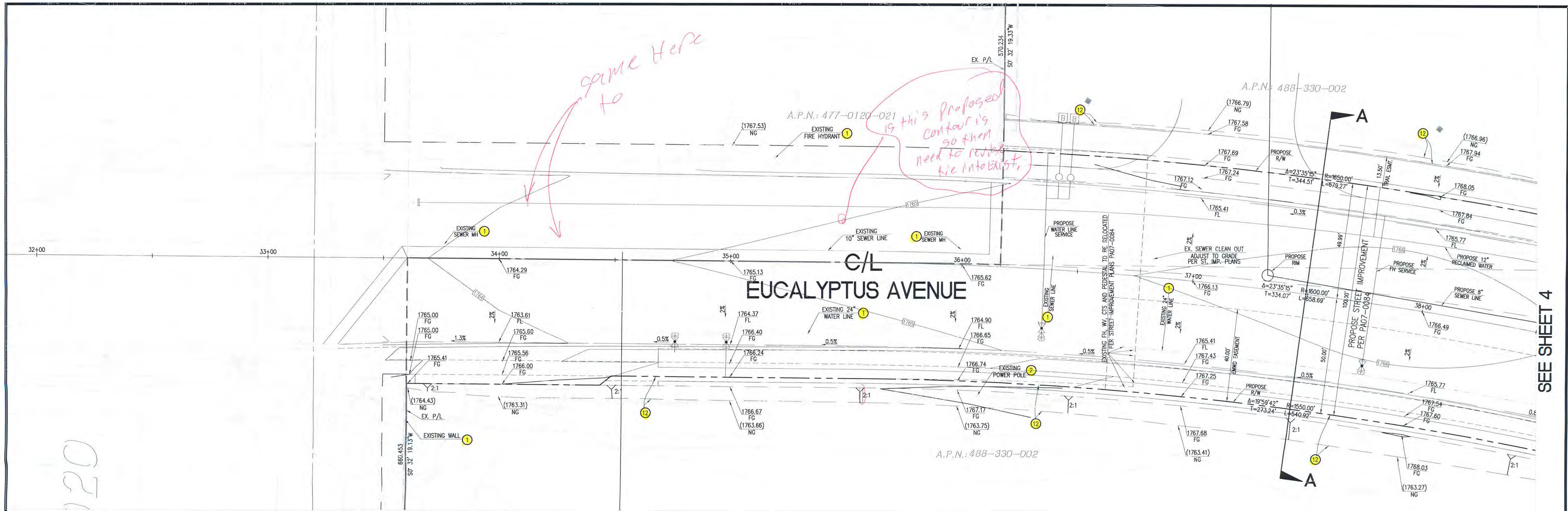


GROUTED RIP-RAP DETAIL

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE. Underground Service Alert

Call: TOLL FREE 1-800-277-2600 www.call811.com TWO MORNING DAYS BEFORE YOU DIG

Table with columns: BENCH MARK, BASIS OF BEARING, REVIEW BY CITY STAFF, CITY OF MORENO VALLEY APPROVALS, and CITY OF MORENO VALLEY. Includes stamps for THIENES ENGINEERING, INC. and various engineering approvals.



PETTIT DRIVE

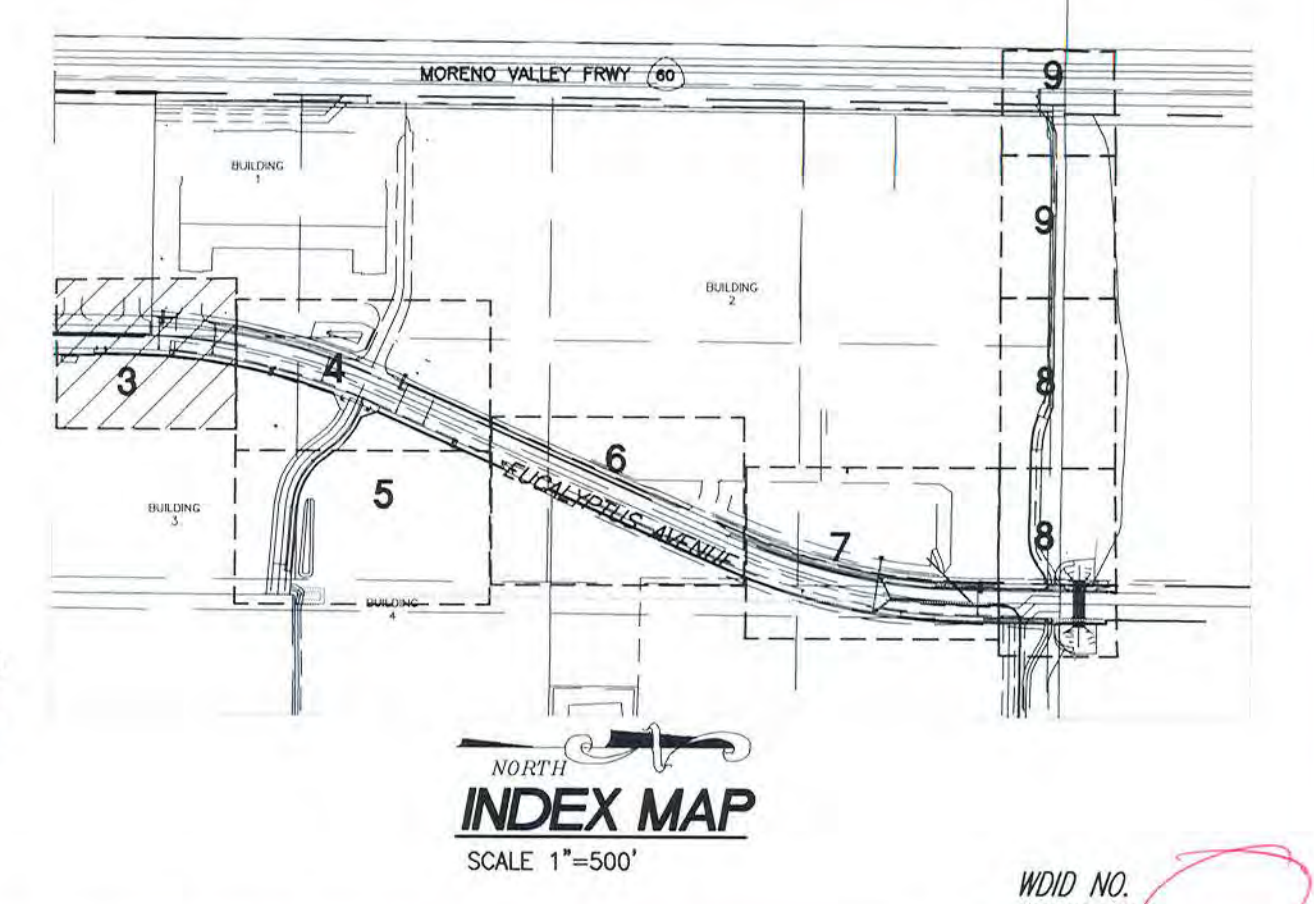
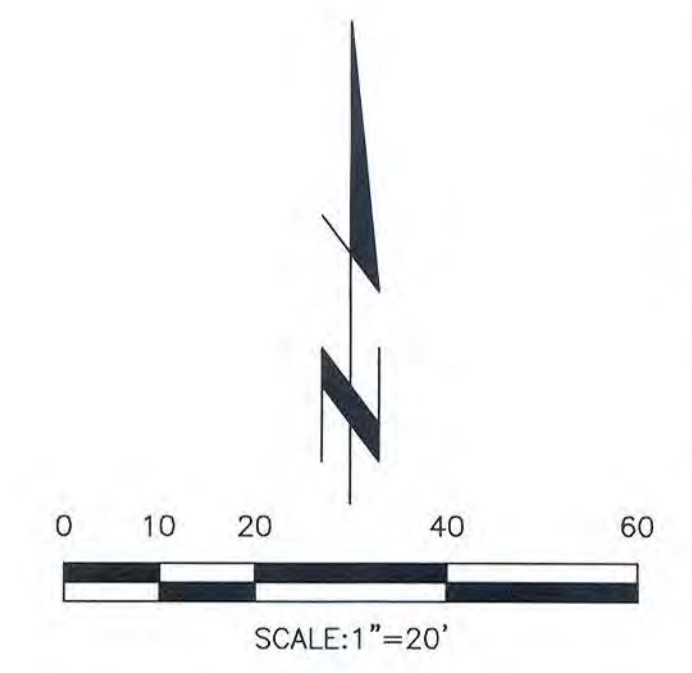
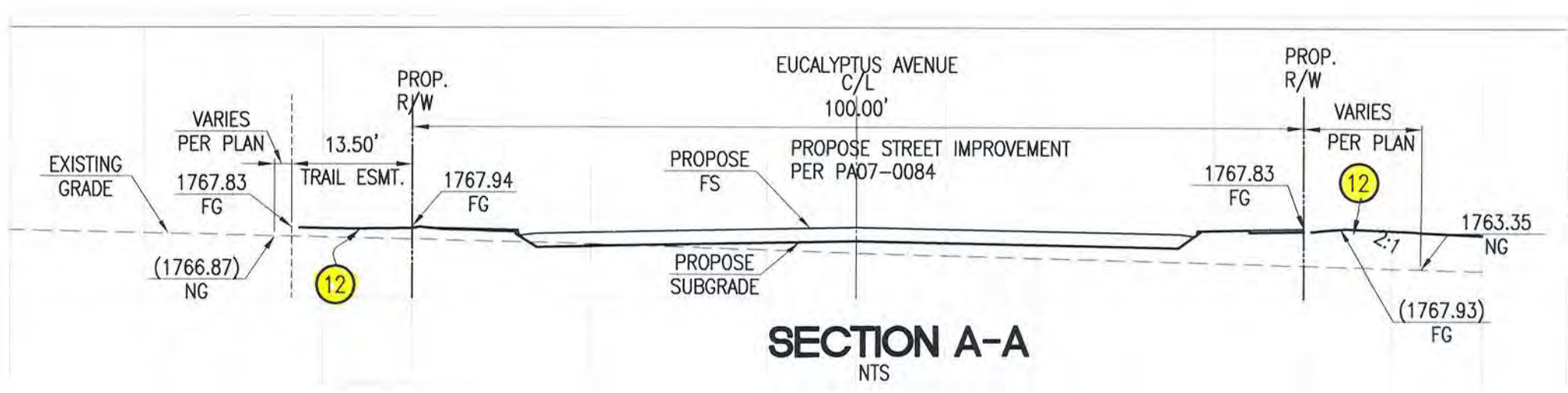
SEE SHEET 4

CONSTRUCTION NOTES:

1. PROTECT IN PLACE (ITEM NOTED).
2. REMOVE EXISTING POWER POLE BY OTHERS.
3. REMOVE EXISTING ELECTRICAL METER.
4. ABANDON EXISTING WATER WELL.
10. CONSTRUCT CONCRETE BURIED SLOPE PER DETAIL ON SHEET 2, SEE CROSS SECTIONS AND PROFILE ON SHEET #10 AND #11.
11. TRENCH AND BACK FILL TO CONSTRUCT CONCRETE SLOPE PROTECTION PER SOUTHERN CALIFORNIA GEOTECHNICAL SOIL REPORT GRADING GUIDE SPECIFICATION.
12. LANDSCAPE PER LANDSCAPE PLANS
13. CONSTRUCT 6" THICK 12' WIDE CONCRETE MAINTENANCE ACCESS ROAD.
14. CONSTRUCT RIP RAP PER STORM DRAIN PLAN.
15. CONSTRUCT HEADWALL PER STORM DRAIN PLAN.
16. CONSTRUCT 4" THICK 12' WIDE GRAVEL MAINTENANCE ACCESS ROAD PER STREET IMPROVEMENT PLANS.
17. CONSTRUCT 5' WIDE CONCRETE SWALE.
18. CONSTRUCT 15'X15' RIP-RAP PER DETAIL ON SHEET 2.

Only Notes that perform to site.

see Note 1 on sheet 4



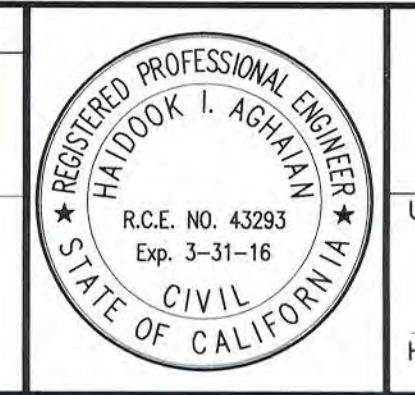
NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.
Underground Service Alert
Call: TOLL FREE
1-800-227-2600
WWW.CALL811.COM
TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK
CITY OF MORENO VALLEY/ RV. CO. DESIGNATION "WF-54" BRASS DISK TOP OF CONCRETE HEADWALL, BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 3, T. 3S., R. 3W, S.B.B.&M AS PER PARCEL MAP NO. 23244, P.M.B. 161/ 16-24, BEING N 00°32'24" E IN THE CITY OF MORENO VALLEY, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. ELEVATION = 1722.37' (NGVD '29 / SUNNYMEAD QUAD)

BASIS OF BEARING		REVIEW BY CITY STAFF	
OFFICE ENGINEERING DIVISION MANAGER	INITIAL	DATE	
LAND DEVELOPMENT PLANNING			
TRANSPORTATION			
PARK AND COMMUNITY SERVICES			
SPECIAL DISTRICTS			
STORM WATER MANAGEMENT PROM			

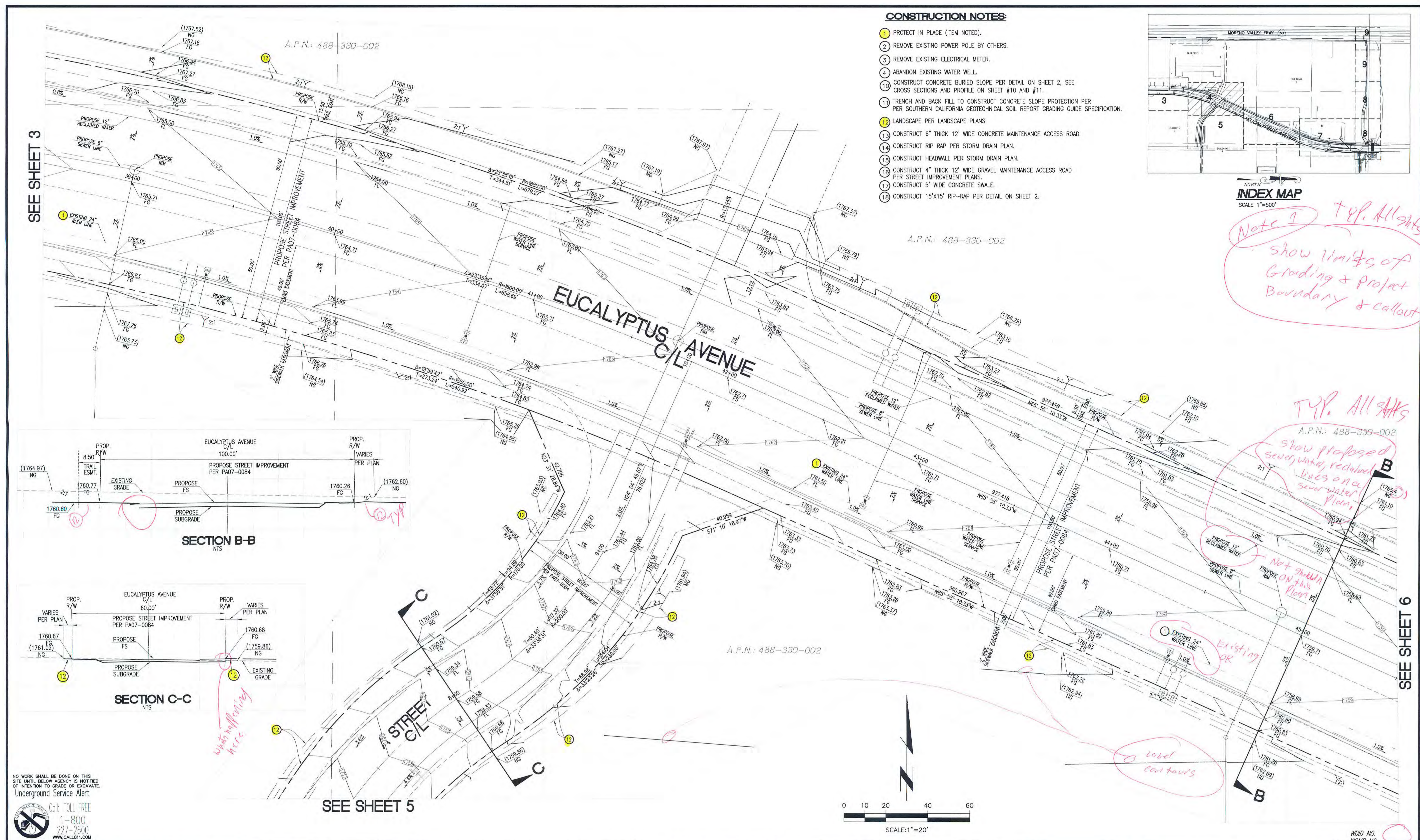
DATE	INITIAL	DESCRIPTION	REC.	APPR.	DATE
	E.O.R.	REVISION			

CITY OF MORENO VALLEY APPROVALS
RECOMMENDED:
PREM KUMAR DEPUTY PW DIR./ASSISTANT CITY ENGINEER R.C.E. # CS2483
APPROVED:
AHMAD R. ANSARI PUBLIC WORKS DIRECTOR/CITY ENGINEER R.C.E. # CS1318



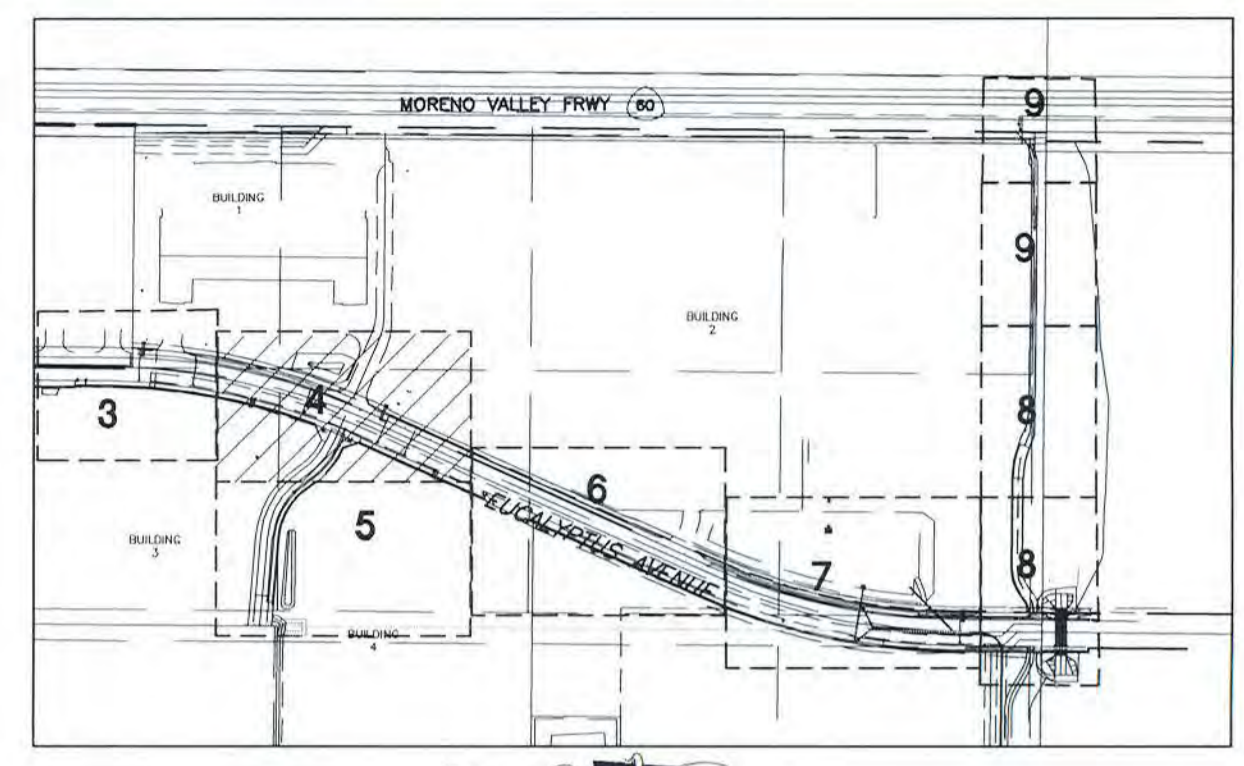
Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH: (714) 521-4811 FAX: (714) 521-4173
WWW.THIESENSENG.COM
UNDER THE SUPERVISION OF:
HAIDOOK I. AGHAIAN R.C.E. NO. 43293 DATE

CITY OF MORENO VALLEY
PRECISE GRADING PLAN FOR PROLOGIS EUCALYPTUS TPM 35679
Rough TYP All Shts
WDID NO. WOMP NO.
PA07-0084
SHEET 3 NO. 18
CITY I. D. NO. PA07-0084



CONSTRUCTION NOTES:

- 1 PROTECT IN PLACE (ITEM NOTED).
- 2 REMOVE EXISTING POWER POLE BY OTHERS.
- 3 REMOVE EXISTING ELECTRICAL METER.
- 4 ABANDON EXISTING WATER WELL.
- 10 CONSTRUCT CONCRETE BURIED SLOPE PER DETAIL ON SHEET 2, SEE CROSS SECTIONS AND PROFILE ON SHEET #10 AND #11.
- 11 TRENCH AND BACK FILL TO CONSTRUCT CONCRETE SLOPE PROTECTION PER SOUTHERN CALIFORNIA GEOTECHNICAL SOIL REPORT GRADING GUIDE SPECIFICATION.
- 12 LANDSCAPE PER LANDSCAPE PLANS
- 13 CONSTRUCT 6" THICK 12' WIDE CONCRETE MAINTENANCE ACCESS ROAD.
- 14 CONSTRUCT RIP RAP PER STORM DRAIN PLAN.
- 15 CONSTRUCT HEADWALL PER STORM DRAIN PLAN.
- 16 CONSTRUCT 4" THICK 12' WIDE GRAVEL MAINTENANCE ACCESS ROAD PER STREET IMPROVEMENT PLANS.
- 17 CONSTRUCT 5' WIDE CONCRETE SWALE.
- 18 CONSTRUCT 15'X15' RIP-RAP PER DETAIL ON SHEET 2.



Note 1
show limits of Grading & Project Boundary & callout

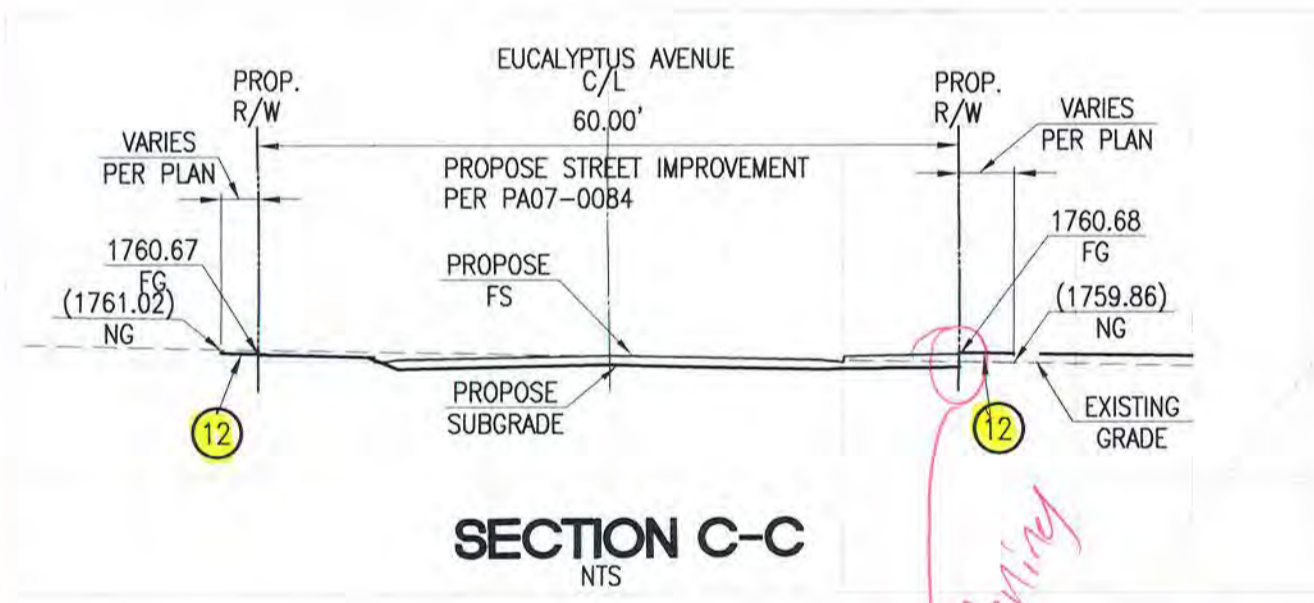
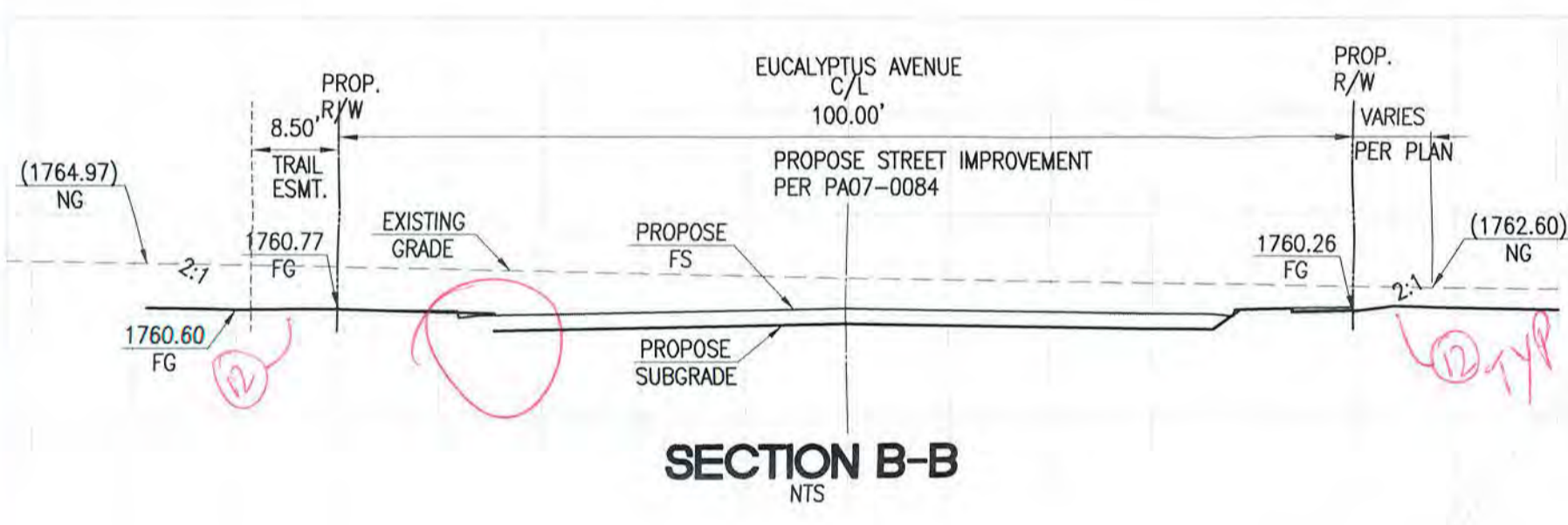
TYP. All SHAs
show proposed sewer, water, reclaimed lines on a sewer water plan

Not shown on this plan

label contours

SEE SHEET 3

SEE SHEET 6



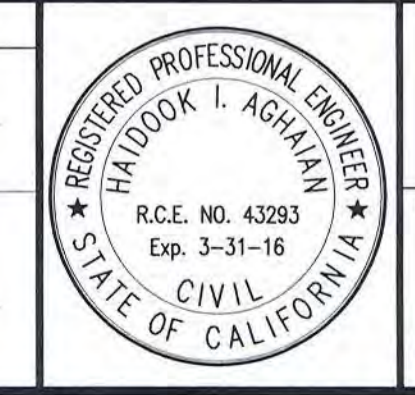
NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.
 Underground Service Alert
 Call: TOLL FREE
 1-800-227-2600
 WWW.CALL811.COM
 TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK
 CITY OF MORENO VALLEY / RV. CO. DESIGNATION "MF-54" BRASS DISK TOP OF CONCRETE HEADWALL, STAMPED INF 54 1993, 0.4 MILE SOUTH OF HIGHWAY 60 AND REDLANDS BLVD. INTERSECTION AND 64 FEET EAST OF REDLANDS BLVD. AND 19.5 FEET SOUTH OF MYERS AVE. SET ON SOUTHEAST CORNER OF RECTANGULAR CONCRETE WEIR AND STAMPED "MF-54" ELEVATION = 1722.37' (NGVD '29 / SUNNYMEAD QUAD)

BASIS OF BEARING	REVIEW BY CITY STAFF
THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 3, T. 3S., R. 3W., S.B.B.&M AS PER PARCEL MAP NO. 23244, P.M.B. 161/ 16-24, BEING N 00°32'24" E IN THE CITY OF MORENO VALLEY, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.	OFFICE ENGINEERING DIVISION MANAGER LAND DEVELOPMENT PLANNING TRANSPORTATION PARK AND COMMUNITY SERVICES SPECIAL DISTRICTS STORM WATER MANAGEMENT PRGM
	DATE INITIAL DATE
	E.O.R. REVISION

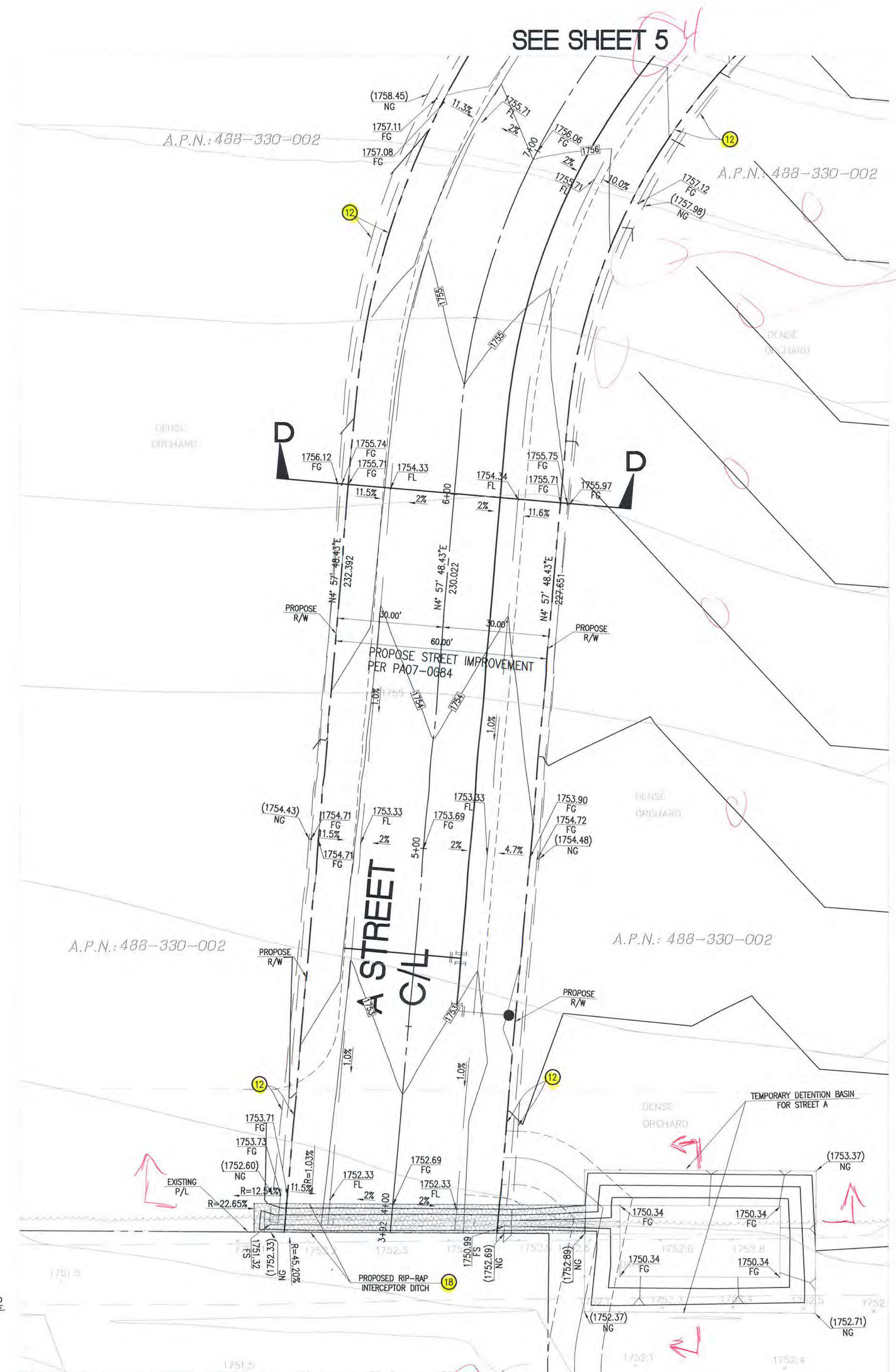
DATE	INITIAL	DESCRIPTION	REC.	APPR DATE

CITY OF MORENO VALLEY APPROVALS
 RECOMMENDED: PREM KUMAR DEPUTY PW DIR/ASSISTANT CITY ENGINEER R.C.E. # C52463
 APPROVED: AHMAD R. ANSARI PUBLIC WORKS DIRECTOR/CITY ENGINEER R.C.E. # C51518



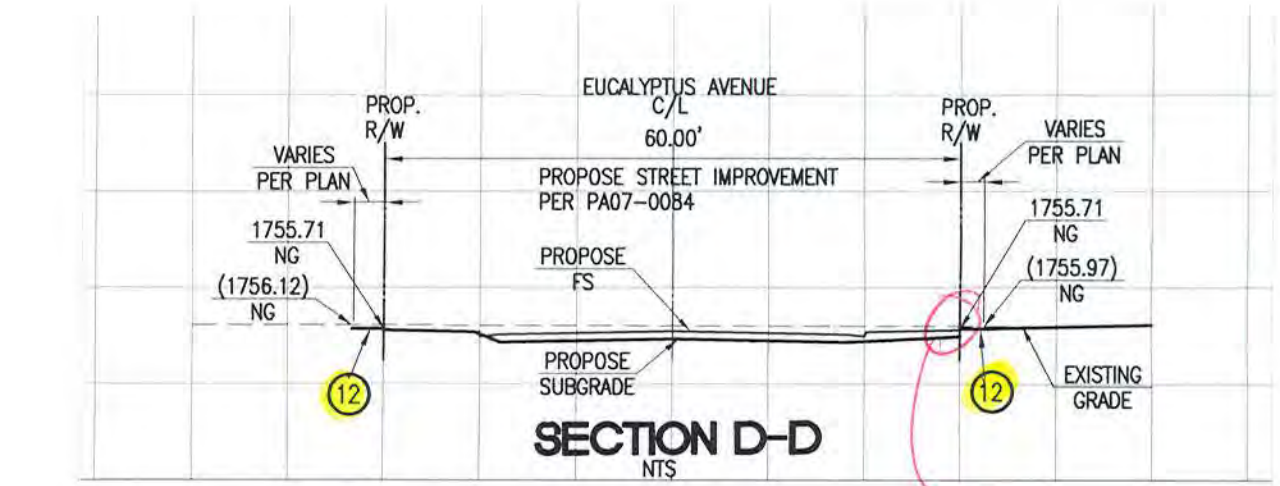
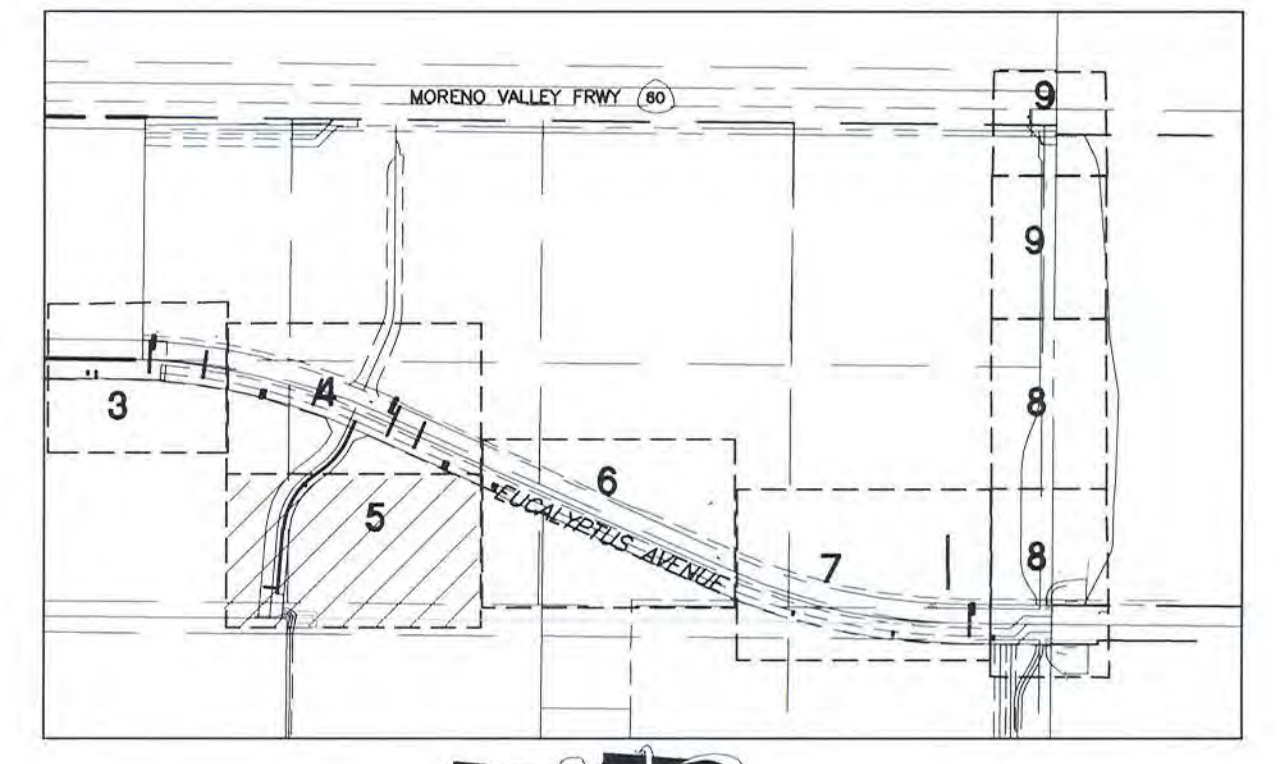
Thienes Engineering, Inc.
 CIVIL ENGINEERING • LAND SURVEYING
 14349 FIRESTONE BOULEVARD
 LA MIRADA, CALIFORNIA 90639
 PH (714) 521-4811 FAX (714) 521-4173
 WWW.THIESENS.COM
 UNDER THE SUPERVISION OF:
 HAIDOOK I. AGHAJAN R.C.E. NO. 43293 DATE

CITY OF MORENO VALLEY
 PRECISE GRADING PLAN FOR PROLOGIS EUCALYPTUS TPM 35679
 PA07-0084
 SHEET 4 NO. 18
 CITY I. D. NO. PA07-0084
 WDD NO. WQMP NO.



CONSTRUCTION NOTES:

- 1 PROTECT IN PLACE (ITEM NOTED).
- 2 REMOVE EXISTING POWER POLE BY OTHERS.
- 3 REMOVE EXISTING ELECTRICAL METER.
- 4 ABANDON EXISTING WATER WELL.
- 10 CONSTRUCT CONCRETE BURIED SLOPE PER DETAIL ON SHEET 2, SEE CROSS SECTIONS AND PROFILE ON SHEET #10 AND #11.
- 11 TRENCH AND BACK FILL TO CONSTRUCT CONCRETE SLOPE PROTECTION PER PER SOUTHERN CALIFORNIA GEOTECHNICAL SOIL REPORT GRADING GUIDE SPECIFICATION.
- 12 LANDSCAPE PER LANDSCAPE PLANS
- 13 CONSTRUCT 6" THICK 12' WIDE CONCRETE MAINTENANCE ACCESS ROAD.
- 14 CONSTRUCT RIP RAP PER STORM DRAIN PLAN.
- 15 CONSTRUCT HEADWALL PER STORM DRAIN PLAN.
- 16 CONSTRUCT 4" THICK 12' WIDE GRAVEL MAINTENANCE ACCESS ROAD PER STREET IMPROVEMENT PLANS.
- 17 CONSTRUCT 5' WIDE CONCRETE SWALE.
- 18 CONSTRUCT 15'X15' RIP-RAP PER DETAIL ON SHEET 2.



Label contours
Only callout construction notes on plan

transition lost as R/W line

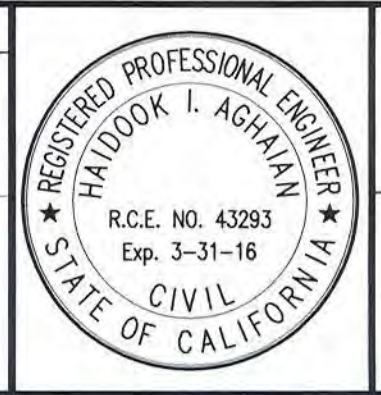
NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.
 Underground Service Alert
 Call: TOLL FREE
 1-800-277-2600
 WWW.CALL811.COM
 TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK
 CITY OF MORENO VALLEY/ RIV. CO. DESIGNATION
 "WF-54" BRASS DISK TOP OF CONCRETE HEADWALL, STAMPED WF 54 1993. 0.4 MILE SOUTH OF HIGHWAY 60 AND REDLANDS BLVD. INTERSECTION AND 64 FEET EAST OF REDLANDS BLVD. AND 19.5 FEET SOUTH OF MYERS AVE. SET ON SOUTHEAST CORNER OF RECTANGULAR CONCRETE WEIR AND STAMPED "WF-54" ELEVATION = 1722.37' (NGVD '29 / SUNNYMEAD QUAD.)

BASIS OF BEARING
 THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 3, T. 3S., R. 3W., S.B.B.&M AS PER PARCEL MAP NO. 23244. P.M.B. 161/ 16-24, BEING N 00°32'24" E IN THE CITY OF MORENO VALLEY, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

REVIEW BY CITY STAFF		DATE	INITIAL	DATE
OFFICE	ENGINEERING DIVISION MANAGER			
LAND DEVELOPMENT	PLANNING			
TRANSPORTATION	PARK AND COMMUNITY SERVICES			
SPECIAL DISTRICTS	STORM WATER MANAGEMENT PRGM			

CITY OF MORENO VALLEY APPROVALS			
RECOMMENDED:			
DEPUTY PW OR ASSISTANT CITY ENGINEER	DATE		
APPROVED:			
PUBLIC WORKS DIRECTOR/CITY ENGINEER	DATE		

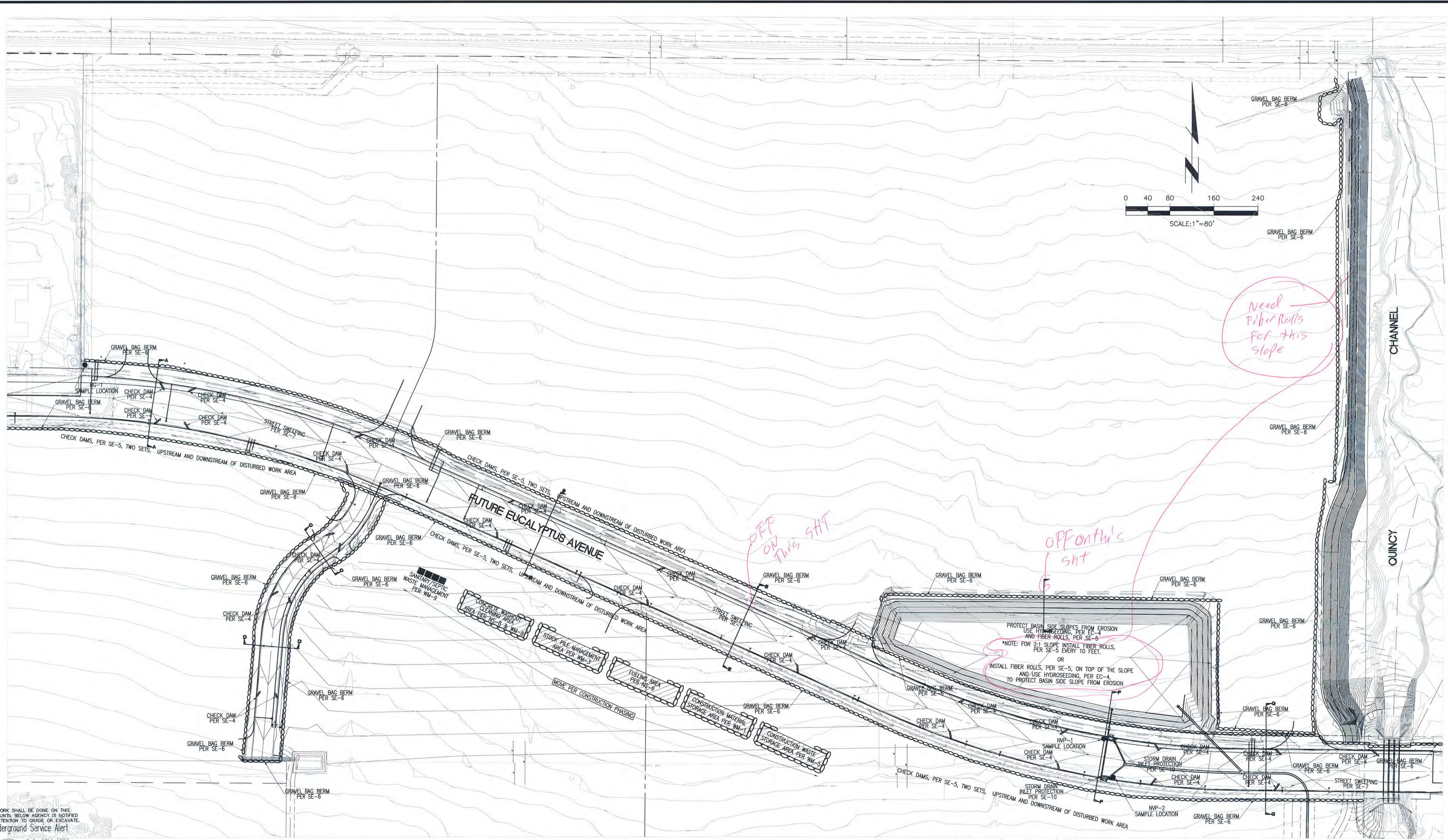


Thienes Engineering, Inc.
 CIVIL ENGINEERING • LAND SURVEYING
 14349 FIRESTONE BOULEVARD
 LA MIRADA, CALIFORNIA 90639
 PH: (714) 921-4811 FAX: (714) 921-4173
 WWW.THIESENENGINEERING.COM

UNDER THE SUPERVISION OF:
 HAIDOOK I. AGHAIAN R.C.E. NO. 43293 DATE

CITY OF MORENO VALLEY
 PRECISE GRADING PLAN FOR PROLOGIS EUCALYPTUS TPM 35679

PA07-0084
 SHEET **5** NO. **18**
 CITY I. D. NO. PA07-0084



NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.
Underground Service Alert

Call: TOLL FREE
1-800-227-2600
WWW.CALL811.COM
TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK
CITY OF MORENO VALLEY/ RIV. CO. DESIGNATION
"VF-54" BRASS DISK TOP OF CONCRETE HEADWALL, STAMPED VF 54 1993, 0.4 MILE SOUTH OF HIGHWAY 60 AND REDLANDS BLVD. INTERSECTION AND 64 FEET EAST OF REDLANDS BLVD. AND 19.5 FEET SOUTH OF MYERS AVE. SET ON SOUTHEAST CORNER OF RECTANGULAR CONCRETE WEIR AND STAMPED "VF-54" ELEVATION = 1722.37' (NGVD '29 / SUNNYMEAD QUAD)

BASIS OF BEARING
THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 3, T. 3S., R. 3W, S.B.B.&M AS PER PARCEL MAP NO. 23244, P.M.B. 161/ 16-24, BEING N 00°32'24" E IN THE CITY OF MORENO VALLEY, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

OFFICE	REVIEW BY CITY STAFF	INITIAL	DATE
ENGINEERING DIVISION MANAGER			
LAND DEVELOPMENT			
PLANNING			
TRANSPORTATION			
PARK AND COMMUNITY SERVICES			
SPECIAL DISTRICTS			
STORM WATER MANAGEMENT PRGM			

DATE	INITIAL	DESCRIPTION	REC.	APPR	DATE
	E.O.R.	REVISION			

CITY OF MORENO VALLEY APPROVALS
RECOMMENDED:
PREM KUMAR
DEPUTY PW DIR/ASSISTANT CITY ENGINEER
R.C.E. # C52463
DATE

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90639
PH (714) 521-4811 FAX (714) 521-4173
WWW.THIESENSENG.COM
UNDER THE SUPERVISION OF:
HAIDOOK I. AGHAIAN RCE NO. 43293 DATE



CITY OF MORENO VALLEY
EROSION CONTROL PLAN
FOR
PROLOGIS EUCALYPTUS
TPM 35679

PA07-0084
SHEET 12 NO. 18
CITY I. D. NO.
PA07-0084
WDD NO.
WQMP NO.



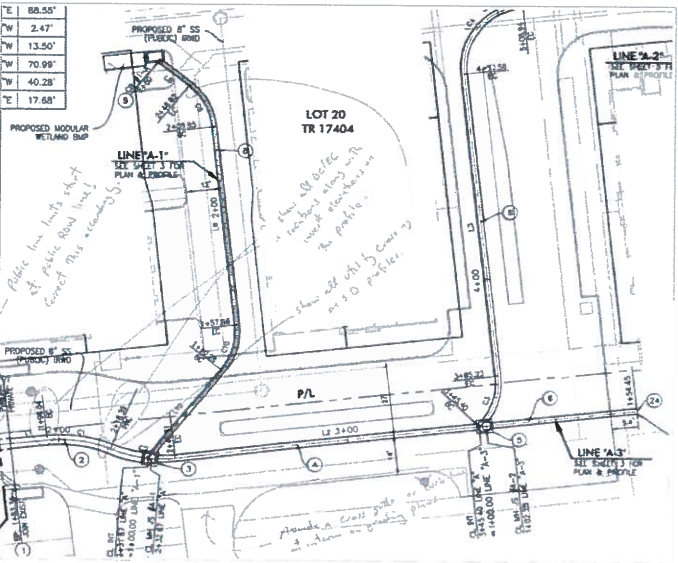
February 12, 2019

Proposal

CITY OF MORENO VALLEY

Professional Services for Engineering Plan
Check Consultant Services

RFP # 2018-037





HUNSAKER & ASSOCIATES

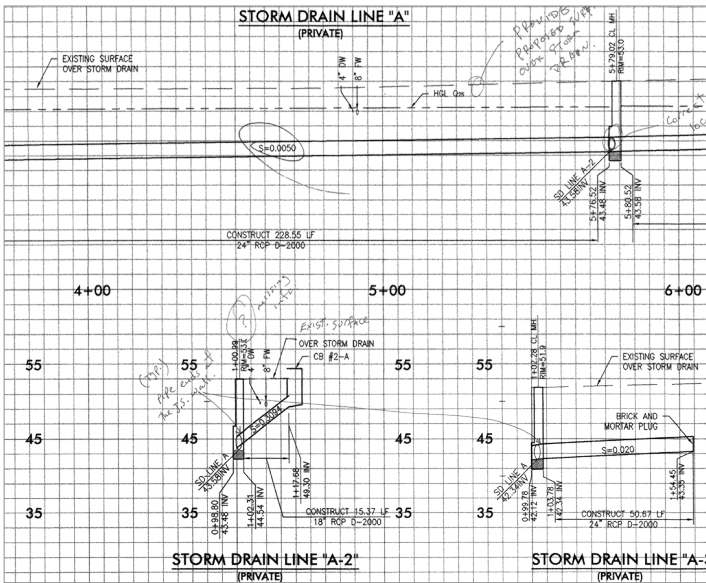
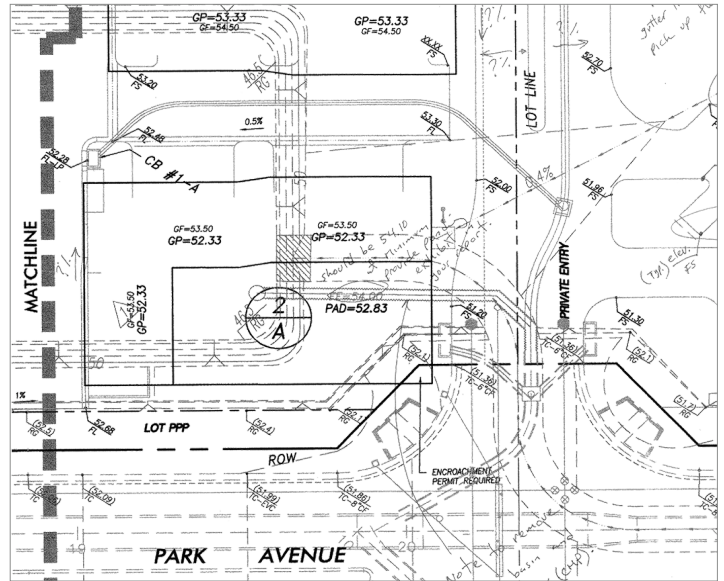
PLANNING | ENGINEERING | SURVEYING | PUBLIC WORKS

<p>IRVINE</p> <p>3 Hughes Irvine, CA 92618 T: 949.583.1010 F: 949.583.0759</p>	<p>LOS ANGELES</p> <p>26074 Avenue Hall Suite 22 Valencia, CA 91353 T: 661.294.2211 F: 661.294.9890</p>	<p>RIVERSIDE</p> <p>2900 Adams Street Suite A-15 Riverside, CA 92504 T: 951.352.7200 F: 951.352.8269</p>	<p>SAN DIEGO</p> <p>9707 Waples Street San Diego, CA 92121 T: 858.558.4500 F: 858.558.1414</p>
---	--	---	---

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

February 12, 2019

PROPOSAL COSTS



CITY OF MORENO VALLEY

Professional Services for Engineering Plan Check Consultant Services

RFP # 2018-037

Prepared By:



HUNSAKER & ASSOCIATES

2900 Adams Street, Suite A-15
Riverside, CA 92504

Contact: Paul Huddleston, Jr. PE, PLS, Principal
(951) 509-7031
phuddleston@hunsaker.com

Prepared For:

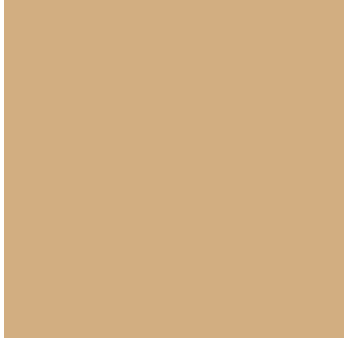


CITY OF MORENO VALLEY

Attn: City Clerk

14177 Frederick Street
Moreno Valley, CA 92553

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



Proposal
 CITY OF MORENO VALLEY
 Professional Services for Engineering Plan Check Consultant Services
 RFP # 2018-037

Section 4: Proposal Costs

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



February 12, 2019



Section 4 Proposal Costs

Hourly Rates | Pricing

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
1	Senior Engineer		\$188		\$
2	Project Engineer		\$164		\$
3	Technician 1		\$144		\$
4	Technician 1		\$144		\$
5	Clerical		\$0		\$
6			\$		\$
7			\$		\$
B	Total Personnel Costs		\$		\$Hourly

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



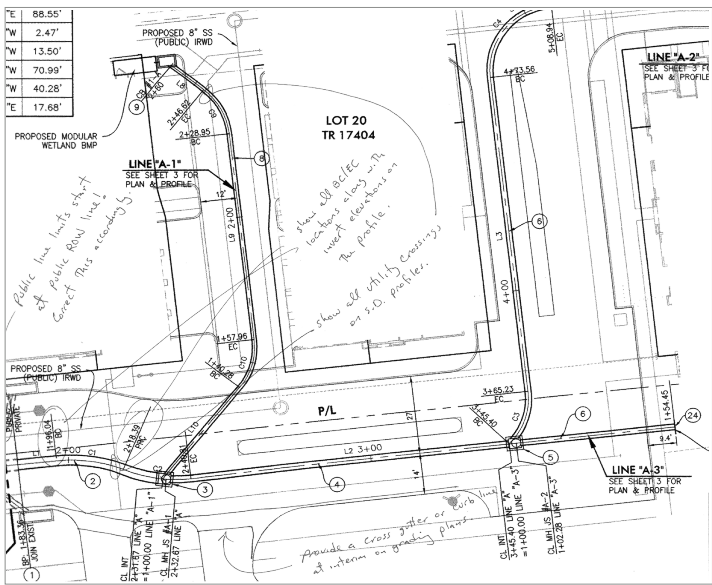
February 12, 2019

Proposal Costs

CITY OF MORENO VALLEY

Professional Services for Engineering Plan Check Consultant Services

RFP # 2018-037





HUNSAKER & ASSOCIATES

PLANNING | ENGINEERING | SURVEYING | PUBLIC WORKS

<p>IRVINE</p> <p>3 Hughes Irvine, CA 92618 T: 949.583.1010 F: 949.583.0759</p>	<p>LOS ANGELES</p> <p>26074 Avenue Hall Suite 22 Valencia, CA 91353 T: 661.294.2211 F: 661.294.9890</p>	<p>RIVERSIDE</p> <p>2900 Adams Street Suite A-15 Riverside, CA 92504 T: 951.352.7200 F: 951.352.8269</p>	<p>SAN DIEGO</p> <p>9707 Waples Street San Diego, CA 92121 T: 858.558.4500 F: 858.558.1414</p>
---	--	---	---

Attachment: Plan Check Consultant Agreement - Hunsaker (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

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 C

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **\$500,000.00** over the entire term of the multi-year agreement. The Consultant's compensation shall equal 65% of the adopted City Land Development Division (LDD) fee for all improvement related plan checks and 75% of the adopted City LDD fee for final and parcel map plan checks in accordance with the City's adopted Schedule of Fees, Charges, and Rates as updated annually.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Land Development Division, Public

Works Department at zarat@moval.org. Calls should be directed to (951) 413-3139.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT 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 **Interwest Consulting Group, Inc.**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

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

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

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

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

DESCRIPTION OF PROJECT

1. The Project is described as Engineering Plan Check 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 **\$500,000.00**, over the entire term of the multi-year agreement, in accordance with the payment terms provided on 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

which such approvals have been denied.”

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 plan review schedule as stated in the Notice to Proceed.

8. This Agreement shall be effective from effective date and shall continue in full force and effect date through **June 30, 2020**, subject to any earlier termination in accordance with this Agreement, or extensions in one-year increments up to four (4) additional fiscal years as further provided for in the City's Procurement Policy. 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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.

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

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

(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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

(including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Engineering Division Manager/Assistant City Engineer, 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

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

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

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

22. A City representative shall be designated by the City and a Consultant 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. (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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

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

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

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.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

Interwest Consulting Group, Inc.

BY: _____
Thomas M. DeSantis, City Manager

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

BY: _____

Name: _____

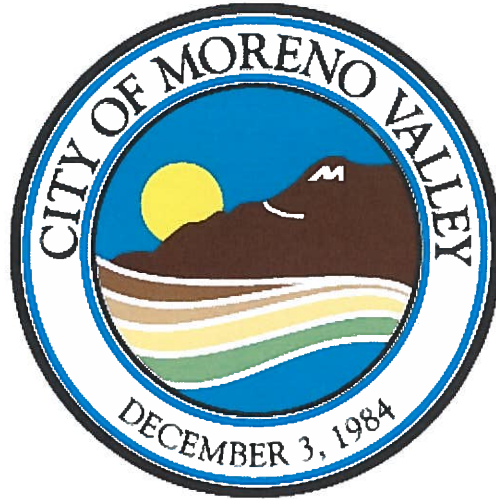
TITLE: _____
(Corporate Secretary)

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head
_____ Date

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

City of Moreno Valley



Request for Proposal

2018-037

Professional Services for Engineering Plan Check Consultant Services

December 20, 2018

Question Deadline:

January 23, 2019, 4:00 pm, PST

Proposal Due Date:

February 12, 2019, 2:00 pm, PST

Submit proposal online at:

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

EXHIBIT A

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Table of Contents

Schedule 1

Proposal Procedures, Content, Format, and Criteria 1

Proposer Qualifications, Evaluation Criteria, and Award Process 4

Special Terms and Conditions 5

Exhibit A: Scope of Services 7

Exhibit B: Pricing 11

Attachment A: Required Response Template 12

Attachment B: Special Provisions 16

Attachment C: Client References 18

Attachment D: Non-Collusion Affidavit 19

Attachment E: Sample Invoice 199

Attachment F: Adopted City Land Development Division Fee Schedule 20

Attachment G: Sample Template of Agreement for Project Related Services 21

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Schedule

I. 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 **5:00 pm** unless stated otherwise.

DATE	EVENT
December 20, 2018	Request for Proposals (RFP) issue date
January 23, 2019 @ 4:00 pm	Question deadline
January 28, 2019	Final addendum issued (if necessary)
February 12, 2019	Proposal due date
March 11, 2019	Evaluation of proposals completed
March 18, 2019	Interviews, as necessary
April 2, 2019	Selection of Consultant & contract preparation
May 7, 2019	City Council Approves Agreement (estimated)
July 1, 2019	Start of Service

Note that City will entertain questions through the Q&A tab for the RFP at <https://www.planetbids.com/portal/portal.cfm?CompanyID=24660> no later January 23, 2019 at 4:00 pm PST.

Proposal Procedures, Content, Format, and Criteria

I. General

- A. **Proposal Format:** A proposer must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFP.
- C. **Right to Reject Proposals:** City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a Proposer is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified proposer or call for new proposals, whichever City deems most appropriate. See Attachment G for the Sample Template of Agreement for Project Related Services.
- E. **Incorporation of RFP/Proposal:** This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and Proposer.

- F. **Authorized Signatories:** Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. **Validity of Proposals:** Proposed services and related pricing contained in the proposal must be valid for a period of 180 days after the due date.

II. Proposal Content and Format

Include the following sections containing the information requested below in your proposal. To enable ease of evaluation, please follow the sequence shown and upload the required documents into the vendor portal in the appropriate sections.

A. Section 1: Executive Summary

1. Provide a cover letter of your company's information including:
 - a) Company's full legal name, address, phone, fax, email, website;
 - b) Prior company names (if any);
 - c) Organizational structure (corp., LLC, etc.);
 - d) Names and titles of the principal owner(s);
 - e) Person(s) authorized to make commitments for your company;
 - f) Company history, experience (brief), and years in business;
 - g) Current number of employees, key personnel;
2. Note any exceptions to any part of City's scope, specifications, terms or conditions in this letter and explain the reason.
3. Limit this section to a maximum of **one** page.

B. Section 2: Supplemental Company Information (Optional)

1. Provide any supplemental information not specifically requested by City that you would like City to consider in evaluating your proposal.
2. Ensure information is relevant to City's current or potential future needs.
3. Limit this section to a maximum of **one** page.

C. Section 3: Professional Team Assignments

1. Note any key personnel who are expected to remain in service until completion of the project.
2. Provide detail regarding the team to be assigned for these services.
3. Provide resumes of all team members.
4. Provide an organizational chart of all team members, titles, and a very brief description of their relevant responsibilities.
5. Limit this section to a maximum of **ten** pages plus resumes and org chart.

D. Section 4: Proposal Costs (Will not be viewed until after consultant ranking is made and top-ranked consultant is identified)

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

1. Submit all pricing on *Exhibit B using the form provided.
 2. Provide pricing for each of the required line items.
 3. Provide pricing for optional proposer recommendations.
 4. See payment terms in Exhibit B for additional details.
- * These forms are provided by City in the submittal forms section.

E. Section 5: Response Template

1. Complete City-provided Response Template with your answers to City's questions. Provide thorough responses with sufficient detail to enable City to evaluate your understanding of City's requirements, the suitability of your services and/or product(s) to meet City's requirements, the strength of your work plan, previous experience, and available resources.
2. Note these responses carry significant weight in City's evaluation of your proposal to provide and implement requested services.
3. Limit this section to a maximum of **ten** pages.

F. Section 6: Required Forms and Samples

1. Special Provisions Form*
 2. Client Reference List*
 3. Non-Collusion Affidavit*
- * Note these forms are provided by City in the submittal forms section.

G. Section 7: Work Samples

1. Samples of work, queries, reports, and forms**
 2. Sample of ongoing support and services agreements**
- ** Note that these documents will not be returned to proposer.

H. Inadequate Content

1. Note that a proposal is non-responsive if the proposal does not contain all proposal requirements, is not complete, is not received at the right location, and is not received by the proposal deadline, has exceptional or excessive exceptions. City may, at its sole discretion, waive minor non-material irregularities and informalities.
2. Do not submit extraneous marketing or promotional information.

I. Proposal Format

1. Electronic only: Searchable document
2. White paper, 8-½ x 11, page numbered
3. Typed, black print, approximately 11-12 point font
4. Free from excessive graphics or excessive photos

Proposer Qualifications, Evaluation Criteria, and Award Process

I. Proposer Qualifications

The intent of this RFP is to evaluate the proposals and ultimately select a Proposer that is determined to be the most qualified consultant to provide professional services for City.

The overall capabilities of consultant's organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top-level management, and ability of persons assigned to perform the work. Clearly state the relevant project experience of the personnel specifically proposed for the roles listed below. Specify possession of appropriate licenses and certificates.

II. Evaluation Criteria

A. Minimum qualifications, Competitive Range, and Award Consideration

The minimum qualifications, competitive range, and award consideration based upon the following criteria

1. City will review the Proposers Qualifications to determine if the Proposer meets or betters the minimum requirements as detailed above.
2. Only Proposers that meet or better the minimum requirements will have their Proposals reviewed for consideration.
3. Only the best-qualified Proposer will be considered for final negotiations of scope of services, contract, award recommendation, and fee/price.

B. Evaluation Criteria

Award of the Contract shall be made to the most qualified Proposer that best meets City's specifications and needs. Submitted proposals will be evaluated on the following criteria:

- (40 points) – Experience of Key Personnel Background on key personnel (including all subconsultants) qualifications, abilities, familiarity with State and federal procedures and regulations, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
- (20 points) – The Firm's General Experience and Qualification Information about the company (and all subconsultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.
- (10 points) – References
- (20 points) - Project Approach/Understanding Discussion of major issues identified on the project and how consultant team plans to address them; availability of key staff

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

and commitment during contract; the management approach and organization necessary to perform the services; and outline quality control measures.

- (10 points) - Completeness, thoroughness, and neatness of submittal

C. **Fee/Price Evaluation**

1. Proposed fee is not to be viewed until after consultant ranking is made and top-ranked consultant is identified.
2. Reasonableness of fee requested to do the work, as originally proposed.
3. Final negotiations.

III. **Award**

- A. After conclusion of the above Evaluations, as noted in the tentative schedule, interviews may be held, at the City's discretion. A Notification of Intent to Award may then be sent to the Proposer selected.
- B. Award is contingent upon the successful negotiation, at a fair and reasonable price, of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations for a fair and reasonable price cannot be concluded successfully, City may negotiate a contract with the next best qualified Proposer or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. City operates on a fiscal year basis, running July 1st through June 30th. The initial Contract shall be in effect on the date of executed signatures (but no earlier than July 1, 2019) through June 30, 2020. The agreement may be renewed at the expiration of its term, by agreement of both parties, in one-year increments, up to four additional terms, at the end of each subsequent fiscal year. Renewal of the Agreement shall be accomplished through an amendment to agreement signed by both parties.
- D. Rates may be negotiated for each mutually exercised optional renewal period.

Special Terms and Conditions

I. **Audit Requirements**

- A. City reserves the right to periodically inspect and audit Provider's accounting procedures and supporting documentation in conjunction with the performance of the required services.
- B. City will notify Provider in writing of any such requested audit.
- C. City will inspect and audit in a reasonable manner and at City's expense.
- D. Provider must fully cooperate with any such audit(s).
- E. City will notify Provider in writing of any exception taken as a result of an audit.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

- F. If an audit, in accordance with this article, discloses overcharges (of any nature) by Provider to City of the value of that portion of the Agreement that was audited, the actual cost of City's audit must be reimbursed to City by the Provider.

II. Termination

- A. If, in the opinion of City, Provider fails to perform or provide prompt, efficient service, City must have the right to terminate or cancel the Agreement upon 5-day's written notice, and pay Provider for the value of the actual work satisfactorily performed to the date of termination.
- B. City shall have the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Provider for the value of actual work satisfactorily performed to the date of termination.
- C. These rights are in addition to any other rights that City may have available.

Continued on Next Page

Exhibit A: Scope of Services

I. General

Consultant engineering plan check services will be on an "as needed" basis. There will be no guarantee of work. Consultant will review and/or perform duties related to the following:

II. Specific

Consultant will be required to adhere to all federal, state, and local requirements. In general, the engineering plan check consultant services to be furnished for this project will include, but not be limited to, the review of final maps, parcel maps, grading plans, erosion control plans, public infrastructure improvement plans, traffic control plans, easement and right of way documents, construction cost estimates, soils/geotechnical reports, and hydrologic/hydraulic studies prepared by engineering firms for private development projects in conformance with the approved project conditions of approval. Consultant shall review the construction cost estimate in City's format to be utilized for bonding purposes, and in most cases, establishment of plan check fees. Additionally, Consultant may be required to arrange and attend a meeting with City staff upon completion of the first plan check submittal. City does not currently utilize an electronic plan check process; however, it is under consideration. Consultant shall demonstrate the ability to perform electronic plan check, if necessary.

Consultant shall adhere to a fourteen calendar day (two week) turn-around time for first and second plan check reviews; and more specifically described below.

A) Research of Record Information

With the first plan check submittal, Consultant shall research available City engineering records such as final maps, parcel maps, survey ties, bench marks, improvement plans, grading plans, tentative maps, conditions of approval, etc. that City knowingly has in its possession. City will make available City records on regularly scheduled workdays. City copy machines will be made available to Consultant to reproduce any plans or other documents as necessary for Consultant's use in performing the plan check. City will provide project conditions of approval with the first plan check.

B) Format Submission

Consultant shall provide clear, concise, and complete plan check reviews to include, but not be limited to, all applicable items listed in City's plan check manual, project conditions of approval, project mitigation measures, City engineering standard drawings, and City municipal code requirements. Consultant shall check plan compatibility with existing/proposed maps, improvement plans, grading plans, drainage studies, and other related documents including approved plot plans, tentative maps, specific plans, and development agreements.

Consultant shall ensure that all drawings are prepared using twenty-four inch by thirty-six inch (24" x 36") plan sheets (except maps). Final plans shall be prepared using permanent ink on 24" x 36" Mylar sheets. No stick-ons are allowed. The original plans are to be considered to be the property of the project proponent, and

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

shall be submitted to City for approval. Upon approval of the Mylars by the City Engineer, the plans shall become the property of City.

C) Submittals to City

- 1) Completion of the first and second plan check reviews shall be fourteen (14) calendar days after pick-up from City, unless otherwise directed by City staff. Upon completion of each plan check review, Consultant shall provide one (1) set of redlines (check prints) along with comments pertaining to the construction cost estimate, reports, studies, and other related documents. At times, special requests are made by the project proponent and Consultant shall have the flexibility to review plans within seven (7) calendar days on the first and second submittals as requested by the City.
- 2) Consultant shall perform subsequent plan checks using the same assigned staff to complete the plan checking process, unless otherwise directed by City staff.
- 3) Consultant shall incorporate plan check comments from City staff from all pertinent departments and divisions.
- 4) Upon completion of the final plan check, Consultant shall meet with City staff to review the plans prior to requesting from the project proponent to submit one (1) set of blueprints, accompanied by the original reproducible Mylars and a final construction cost estimate, unless otherwise directed by City staff.
- 5) Consultant shall provide a written statement that they have reviewed the plans for conformance with City standards and practices, and is recommending the plans for City approval. The responsible engineer shall sign the statement.
- 6) Consultant shall provide a written statement on his letterhead that the final map/parcel map conforms to the tentative map, the state subdivision map act, the project's conditions of approval, and that the map is acceptable for recordation.
- 7) Upon completion of Consultant's map review and after final review by City staff, Consultant's authorized engineer or land surveyor shall sign the final map/parcel map as the "Authorized Agent of the City Engineer".

D) Estimate of Quantities and Cost

A preliminary estimate of quantities and costs shall be provided by the project proponent on forms provided by City, and included in the first plan check submittal. A final construction cost estimate shall be prepared by Consultant. The final

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

estimate of cost shall be based upon, and in agreement with, the final quantities as shown on the plans.

- E) Sewer and Water Drawings
The project proponent shall provide to Consultant all sewer and water drawings necessary to perform the sewer and water plan check within the public right-of-way. Consultant shall not be required to research sewer and water drawings. Because City does not own the sewer and water facilities, Consultant shall review these drawings for conflicts with City owned and operated infrastructure or conflicts with proposed City infrastructure within the public right-of-way. Sizing and capacity of these facilities is not the responsibility of Consultant.
- F) Pre-Plan Check Meeting
Consultant shall pick-up the first plan check submittal package from City within 24-hours of notification by City. City will answer questions and provide guidance for the review and research of City records for the submittal prior to Consultant checking of the plans.
- G) Post-Plan Check Meeting
Consultant shall arrange a meeting with City staff at City Hall upon completion of the first plan check, unless otherwise directed. The meeting will be held to discuss and answer questions regarding the technical provisions, the design drawings, conflicts with the design, etc. Consultant shall prepare a return transmittal to the project proponent.
- H) Third and Subsequent Plan Checks
The project proponent shall deliver third and subsequent plan checks to Consultant directly. Consultant shall return third and subsequent plan checks to the project proponent within seven (7) calendar days.
- I) Project Reporting
Consultant shall provide a written weekly status report to City regarding the plan check submittals by Friday at 3:00 PM. The reports shall include project identification, submittal dates, plan types, return dates, and plan check submittal number. The reports may be emailed to City.
- J) Responsible Engineer/Surveyor
A registered civil engineer in the state of California shall be the responsible engineer in charge of the plan check process. A licensed land surveyor or registered civil engineer authorized to practice land surveying shall be the responsible engineer/surveyor in charge of the map and easement plan check. Additionally, a registered traffic engineer in the state of California shall be available, as necessary, to be the responsible engineer in charge of traffic signal, signing and striping, and traffic control plan checks.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Exhibit B: 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.

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
1	Senior Engineer		\$		\$
2	Project Engineer		\$		\$
3	Technician 1		\$		\$
4	Technician 2		\$		\$
5	Clerical		\$		\$
6			\$		\$
B	Total Personnel Costs				

*** Attach additional sheets as necessary.

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment E 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. **City Fee Schedule:** See Attachment F for the current adopted City Fee Schedule. Plan check compensation is based on a percentage of the adopted City Land Development Division (LDD) fee charged to developers. Consultant will be paid 65% of adopted City LDD fee for all improvement plan checks (drainage studies; rough grading, precise grading, street and storm drain, sewer and water, traffic signal, signing and striping plans, etc.) and 75% of adopted City LDD fee for all final and parcel map plan checks. Additionally, the City does not currently have an expedited plan check review fee, but anticipates establishing one in the future. The expedited plan check review fee is expected to be at a higher rate than the standard plan check fee. If the expedited plan check review fee is adopted, Consultant agrees to be paid 65% of adopted City LDD fee for all expedited improvement plan checks and 75% of adopted City LDD fee for all final and parcel map plan checks. All plan check fees are not to exceed fees.
- C. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- D. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- E. **Proposal Pricing:** The awarded Provider's Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

Attachment A: Required Response Template

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
- D. Names and titles of the principal owner(s).
- E. Person(s) authorized to make commitments for your company.
- F. Company history, experience, years in business for current company name.
- G. Annual company revenues for the last three fiscal years.
- H. Tax ID number.
- I. The complete scope of services offered by your company.
- J. The number of clients (including governmental) served in past and present.
- K. Special qualifications, training, credentials, recognition, or awards.
- L. Contracts terminated for cause, pending litigation or legal issues.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.
- B. Team to be assigned for these services.
- C. Qualifications of specific individuals who will work on the project.
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.
- F. Current number of employees: full-time and part-time employees.
- G. Annual turnover rate of staff.
- H. Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.
- I. Facilities that would be utilized to perform the required work.
- J. Equipment that would be utilized to perform the required work.

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.
- B. Reasonableness of your fee to do the work.
- C. Current resources to meet or better all task and timeline requirements herein.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.
- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?
- F. How quickly can you begin providing services if awarded the contract?
- G. Details of any improvement or upgrades your firm has designed or implemented.

IV. Demonstrated and Technical Experience

Please describe your company's:

- A. Demonstrated record of success on work previously performed.
- B. Specific method and techniques to be employed on the project or problem.

V. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How you will schedule professional and staff to ensure milestones and deadlines are met?
- B. Provide required response time to the urgent service requests.
- C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.
- D. Provide any other relevant information that you believe would benefit City for the requested services.

Submitted by:

Company Name _____

Contact Name _____

Title _____

Signature _____

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Email _____
Phone _____
Date _____

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Attachment B: Special Provisions

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM:

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- _____ No exceptions taken
- _____ Exception taken to the scope of work or specifications
- _____ Exception taken to indemnification and insurance requirements
- _____ Exception to proposed contract language
- _____ Other

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

Please explain any of the checked items:

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: _____ DATE: _____

BUSINESS ADDRESS: _____

SIGNATURE OF REPRESENTATIVE: _____

BY: _____ TITLE: _____

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

(CONTINUED ON NEXT PAGE)

Attachment C: Client References

(Bidder's Company Name)

1. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
2. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
3. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
4. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	

Duplicate this form as necessary to complete list.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment D: 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.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
 December 2018

Attachment E: Sample Invoice

Consultant Name/Address/Phone			
City of Moreno Valley Accounts Payable P.O. Box 88005 Moreno Valley, CA 92552		Date: 8/15/19 Invoice No.: 12345	
PW/Land Development Division - Professional Services for Plan Check Consultant Services			
Project Name and Project No.: _____			
Purchase Order No.: _____			
Billing Period: <u>July 1, 2019 through July 31, 2019</u>			
Description of Service Performed/Personnel*	Hours	Rate	Amount
Review Final Map – 1st Review			
Project Engineer John Smith	40.0	\$125.00	\$5,000.00
Review Drainage Report			
Engineer Jane Smith	15.0	\$75.00	\$1,125.00
Review Rough Grading Plans			
Project Engineer John Smith	10.0	\$75.00	\$750.00
Review Street Improvement Plans			
Principal Engineer Mary Smith	20.0	\$25.00	\$500.00
Total Invoice			\$7,375.00
<i>*See attached page with detail of specific dates/hours/work performed.</i>			
Billings to date:	Current	Prior	Total
Total Billings	\$7,375.00	\$0.00	\$7,375.00
Budget			\$25,000.00
Remaining			\$17,625.00

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment F: Adopted City Land Development Division Fee Schedule

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Adopted City Land Development Division Fee Schedule*

**Adopted 07/05/16 & Effective 11/30/16*

Land Development

MAP CHECKING

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Adopted Fee
Parcel Map Residential	Each	\$ 4,091
plus per lot fee	per Lot	\$ 43
Parcel Map Non-Residential	Each	\$ 4,091
plus per lot fee	per Lot	\$ 43
Tract Map	Each	\$ 4,091
plus per lot fee	per Lot	\$ 43
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 201
Amended Map	Each	\$ 339
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 201

IMPROVEMENT PLAN CHECK (Includes but is not limited to Street Improvements, Storm Drain, Water, Sewer Plans, etc.)

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Street Improvements and Storm Drain	per Sheet	\$ 1,010
Storm Drain (RCFC & WCD)	per Sheet	\$ 1,290
Sewer	per Sheet	\$ 1,290
Sewer/Water	per Sheet	\$ 1,080
Water	per Sheet	\$ 1,080
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet, per Review	\$ 263
Revisions (Improvement Plans)	per Sheet	\$ 315
For As-Built with no changes, a one sheet fee is required.		
Traffic Signal Plan Check	per Sheet for first 3 Reviews	\$ 3,005
Signing and Striping Plan Review (1-3 submittals)	per Sheet	\$ 364
4th and subsequent submittals	per Sheet	\$ 200

Adopted City Land Development Division Fee Schedule*

*Adopted 07/05/16 & Effective 11/30/16

Land Development

MASS/ROUGH GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Adopted Fee
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet	\$ 860
	per Sheet, per Review	\$ 315
Revisions (Mass/Rough Grading Plans) Including As-Builts	per Sheet, per Review	\$ 315

For As-Builts with no changes, a one sheet fee is required

STOCKPILE/BORROW SITE PLAN

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Stockpile/Borrow Sites (Initial fee includes three (3) reviews unless otherwise noted)	per Sheet	\$ 635
4th and Subsequent Reviews (Stockpile/Borrow Plans)	per Sheet, per Review	\$ 240
Revisions (Stockpile/Borrow Plans)	per Sheet, per Review	\$ 255

PRECISE GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Commercial, Industrial, Multi-Family, and Tract Model	per Sheet	\$ 1,725
Custom Home	per Sheet	\$ 1,660
Tract Phase	per Sheet	\$ 1,940
4th and Subsequent Reviews (Precise Grading Plans)	per Sheet, per Review	\$ 510
Revisions (Precise Grading Plans) Including As-Builts	per Sheet, per Review	\$ 340

For As-Builts with no changes, a one sheet fee is required

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN

Adopted City Land Development Division Fee Schedule*

*Adopted 07/05/16 & Effective 11/30/16

Land Development

STUDIES

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Unit	Adopted Fee
Drainage (Hydrology/Hydraulics)	
Base Fee Plus	\$ 3,154
per acre	\$ 39
4th and Subsequent Review, per Review	\$ 1,104

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

Attachment G: Sample Template of Agreement for Project Related Services

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. _____

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the 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 PROJECT
RELATED SERVICES
PROJECT NO.**

DESCRIPTION OF PROJECT

1. The Project is described as _____.

Project No. _____.

SCOPE OF SERVICES

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

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

PAYMENT TERMS

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

TIME FOR PERFORMANCE

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

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

Or

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through _____, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

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

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

SPECIAL PROVISIONS

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

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

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

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

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

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

This section shall survive termination or expiration of this Agreement.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

15. Insurance.

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

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

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

shall such payment impair or prejudice any remedy available to City with respect to the breach.

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

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

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

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant,

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

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

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

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

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

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

28. Supplementary General Provisions. (For projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by 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.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

- a) 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.
- b) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- c) 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.)
- d) 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.)
- e) 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).
- f) 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).
- g) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) 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.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

- i) 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.
- j) 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.
- k) 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.
- l) 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.)
- m) 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 FOLLOWS

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

City of Moreno Valley

Insert Contractor/Consultant Name

BY: _____
Chief Financial Officer
/City Manager/Mayor
(Select only one please)

Date

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

Date

BY: _____
Name: _____
TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

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 C

EXHIBIT D**TERMS OF PAYMENT**

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

because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT 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.

February 12, 2019

Response to RFP # 2018-037
**Professional Services for
Engineering Plan Check
Consultant Services**



Prepared for the
City of Moreno Valley
Purchasing Division
14177 Frederick Street
Moreno Valley, California 92553

By



Interwest Consulting Group, Inc.

James G. Ross
Public Works Group Leader
431 S. Palm Canyon Drive, Suite 200
Palm Springs, California 92262
O | 760.417.4329
C | 714.742.1551

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

EXHIBIT B

SECTION 1

Executive Summary

February 12, 2019

City of Moreno Valley
Purchasing Division
14177 Frederick Street
Moreno Valley, California 92553



Re: RFP # 2018-037 – Professional Services for Engineering Plan Check Consultant Services

In response to the City of Moreno Valley's RFP # 2018-037 for engineering plan check services, Interwest Consulting Group (Interwest) proposes a team of highly qualified and experienced engineers, as detailed in our proposal response.

Interwest Consulting Group, Inc.

431 S. Palm Canyon Drive, Suite 200, Palm Springs, California 92262

Phone/fax: 760.417.4329 | Email: jross@interwestgrp.com | Website: www.interwestgrp.com

Interwest has not conducted business under any prior company name. We are a Colorado Corporation, licensed to conduct business in California. Interwest's ownership is 85% by Terry Rodrigue, President, Secretary and Chief Executive Officer, and 15% by an Employee Stock Ownership Program (ESOP).

The following Officers are authorized to make commitments for the Company:

- Terry Rodrigue, President, Secretary and Chief Executive Officer
- Deborah Thorson, Chief Financial Officer
- Michael Kashiwagi, Chief Operations Officer
- James G. Ross, Public Works Group Leader
- Ron Beehler, Director, Building Safety Services

We have provided a brief overview of Interwest's history and experience in **Section 2: Supplemental Company Information**. The Company currently has 393 employees. We propose 12 key personnel for this engagement to the City of Moreno Valley. We have reviewed the RFP and sample agreement, and propose no exceptions to any part of the scope, specifications, terms or conditions. Our proposed services and related prices are valid for a period of 180 days after the proposal due date.

Please contact me directly at 714.742.1551 if you have any questions concerning our qualifications or the services we provide. Thank you for taking the time to review our qualifications. We look forward to the opportunity to provide Engineering Plan Check services to the City of Moreno Valley.

Sincerely,

James G. Ross
Public Works Group Leader

SECTION 2

Supplemental Company Information



Interwest is pleased to present our response to the City of Moreno Valley's RFP for Professional Services for Engineering Plan Check Consultant Services.

Founded in 2002, Interwest has nearly 400 employees companywide and a strong local presence throughout Southern California. We are large enough to provide qualified staff in a variety of public works specialties, yet small enough to ensure that we maintain focus and are responsive to the needs of the City of Moreno Valley.

Many of the engineering staff we propose for this engagement are already providing or have recently provided services to Moreno Valley. Interwest has provided **Construction Management and Peer Review Plan Check Services** since March 2016. The contract term has been extended three (3) times, and currently is in effect through March 1, 2020. We also began providing **Construction Inspection Services** to the City in March 2018. This contract was amended in July 2018 to triple the amount of total compensation, and is currently in effect through June 30, 2019.

Our proposed Project Manager, **Chris A. Vogt, PE**, served the City of Moreno Valley from 2006 to 2011. As the Director of Public Works, Chris managed a 145 professional, technical, maintenance and clerical staff with an annual operational budget of \$39 million and Capital Improvement budget of \$180 million. During his time with the City, Chris completed a \$25 million electric sub-station project and reorganized the new City Electric Utility. He completed a \$1.6 million Veterans Memorial project within schedule and budget by working with a citizen design committee. Chris also coordinated City regional projects with Caltrans, Western Riverside Council of Governments, and the Riverside County Transportation Commission, and renegotiated the City's Solid Waste contract.

In addition to our experience with the City of Moreno Valley, Interwest currently serves more than 100 cities, counties and state agencies including the municipalities of Wildomar, Eastvale, Hemet and Menifee, just to name a few.

Interwest is an excellent choice to provide engineering plan check services to the City of Moreno Valley for the following reasons:

- *Experience providing the requested services to other local municipalities*
- *Proven ability to deliver in complex municipal environments*
- *Well-qualified staff that will meet or exceed goals set for the assigned project*

The team we propose to provide these services to the City of Moreno Valley possesses the experience and skills necessary to work with City staff. We commit to:

- *Providing all services in a coordinated, timely, cost-effective and transparent manner*
- *Providing a high level of customer service for internal and external customers*
- *Balancing the need to ensure conformance to standards and regulations with the need for predictability, uniformity and efficiency*

Interwest proposes to complete the plan checking process of all improvement plans related to private development (excluding building and related plans), including of a variety of street improvement plans (widening, rehabilitation, and new); grading plans (mass grading, rough grading and precise grading); parcel/final maps; dedications, easements, vacations, quitclaims and parcel mergers; lot line adjustments; storm drainage plans; Hydrology and Hydraulic calculations and reports; Engineer's reports; and storm water pollution prevention plans and Water Quality Management Plans (WQMP, NPDES, MS4); as well as a variety of other types of construction improvement plans, erosion and sediment control plans, sewer improvement plans, traffic signal improvement plans, and on-site improvement (grading and paving) plans.

In addition to individual plan check review, we will provide independent review of technical studies and reports (including sewer studies, traffic studies, geotechnical reports, storm-water pollution prevention/NPDES plans, and water quality management plans) and render appropriate review of the analysis and proposed mitigation.

A typical scenario for "what" we do related to the review and processing of final maps, landscape plans, improvement plans, hydrology and hydraulics calculations and plans, geotechnical studies, and traffic engineering and operations plans and reports, follows:

- Provide plan reviews for final maps, improvement and landscape plans, including evaluation of required reports, studies, grading and improvement plans, and design professional's recommendations.
- Visit the site to determine field conditions are consistent with the plans submitted.
- Obtain and cross-check all Conditions of Approvals and applicable standards, resolutions, and ordinances to ensure they are reflected either in the design plans or General Notes.
- Each plan review will be accompanied with a letter summarizing the red-line comments, addressed directly to the applicant's engineer or landscape architect, with a copy to City staff and the applicant.
- The Project Manager will meet with the Design Professional and City staff to review comments or to delineate the standards which are not being met to assist in the timely completion of the review and meeting the maximum goal of two plan reviews.
- Engineering review of grading permit/applications is highly dependent upon the complexity and location of the proposed grading. A single lot entitled commercial grading permit application will be reviewed differently from a hillside lot or subdivision, or a project adjacent to a drainage corridor.
- Soils reports will be evaluated, and confirmation of recommendations will be included on the plans. Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns.
- Construction erosion control and post construction water quality control will be reviewed for compliance with the storm water quality management permit in effect for the City.
- Map checking will be overseen by professional engineer's licensed to practice land surveying in the State of California or by licensed Land Surveyors.

SECTION 3

Professional Team Assignments

3.1 KEY PROJECT PERSONNEL

Each of the following proposed Interwest staff are expected to remain in service to the City of Moreno Valley throughout the term of the project:

- James G. Ross
- Chris A. Vogt, PE
- Jack Istik, PE
- Kamran Saber, PE, QSD/QSP
- Emily Stadnik
- William Hemsley, PE
- Steve Kooyman, PE
- Viren Shah, PE
- Mike Loving
- Stuart McKibben, PE
- Gary Neal, PLS
- Craig Bradshaw, PE, PLS

3.2 DETAILS OF KEY PROJECT PERSONNEL

PROJECT MANAGEMENT STAFF

JAMES G. ROSS

PRINCIPAL-IN-CHARGE

James has supported municipalities and public agencies at an executive management level for the past 35 years, specializing in Public Works and Water Departments. James' experience includes successfully managing staffs of over 400 people and Capital Improvement Program budgets of approximately \$200 million. He has served on the Board of Directors and has been President of the Public Works Officers for the League of California Cities. He received the James Martin Award for Excellence and Service to the League and Public Works Profession. James was chosen Top Leader of the Year in 2004 and nominated for the National Top 10 Director of the Year in 2008, both for the American Public Works Association, Southern California Chapter.

CHRIS A. VOGT, PE

PROJECT MANAGER

Interwest's Coachella Valley/Inland Empire Regional Manager, Chris has more than 35 years of successful management, planning, implementing, and administering public works projects and programs. He brings a solid history of successful management with over 24 years as a Public Works Director/City Engineer. He has managed an operational budget of over \$39 million and a comprehensive Capital Improvement Program in excess of \$1.6 billion. Supporting cities in the Inland Empire and Coachella Valley, Chris has a wealth of knowledge in budget preparation; infrastructure maintenance; professional and construction contract negotiations; organizational development; project management; water, sewer and electrical utility operations and construction; engineering design; staff development; training and mentoring; complex engineering studies such as Development Impact Fees and assessment engineering; and public informational and collaborative meetings.

Prior to joining Interwest, Chris served the City of Moreno Valley as Director of Public Works and City Engineer from 2006 through 2011. He managed a Public Works Department of 145 professional, technical, maintenance and clerical staff with an operational budget of \$39 million and Capital Improvement budget of \$180 million (comprehensive \$1.6 billion). At that time, Moreno Valley's Public Works Department included seven divisions: Administration, Engineering Land Development, Traffic, Capital Improvement Projects, Maintenance (solid waste, street, storm drainage, graffiti, and fleet), Special Districts, and the Moreno Valley Electric Utility. While with Moreno Valley, Chris helped to complete a \$25 million electric sub-station project and participated on the City's bond team; reorganized the new City Electric Utility; completed a \$1.6 million Veterans Memorial project within schedule and budget by working with a citizen design committee; directed staff in the development of a comprehensive Capital Improvement Program that reflects all projects to ultimate build-out of the City (\$1.6 billion); coordinated City regional projects with Caltrans, Western Riverside Council of Governments, and the Riverside County Transportation Commission; completed a \$10 million regional soccer facility (synthetic turf); and renegotiated the City's Solid Waste contract, resulting in enhanced services and full indemnification under AB 939 without additional costs.

DESIGN/GRADING PLAN CHECK STAFF

JACK ISTIK, PE

SENIOR ENGINEER

Jack has more than 35 years of experience in engineering design, plan checking, contract administration, supervision of professional, inspection and administrative staff and client relations for preparation of street, storm drain, grading, street resurfacing, sewer, roadway landscape and park plans. Additional experience includes contract administration, supervision of inspection services, preparation of specifications and bid documents, engineer's estimates and contract management of municipal projects. Expertise also includes coordination with the Department of Defense, United States Postal Service, Caltrans, SoCal Counties, the Regional Water Quality Control Board and staff reports and presentations to City Councils, Planning and Traffic Commissions.

KAMRAN SABER, PE, QSD/QSP

SENIOR ENGINEER

Kamran has more than 28 years of experience in the design and management of major multi-disciplinary public works projects, with extensive expertise in federally and state funded projects through his work managing over 100 federally funded projects. Kamran's experience includes transportation design, structural design, utility engineering, hydraulic, hydrology, cost estimating, contract specifications, constructability analysis, peer reviews, environmental process and reviews, report writing, RFP preparation, construction management and support services. Kamran has a broad background in CIP management, planning, design and construction on a wide variety of projects including land development, street improvement and rehabilitation, sewer and storm drain studies and design, grading and drainage. He also has extensive training and hands-on experience in project/resource management and Total Quality Management, and is a Certified Facilitator. Kamran has City Engineer experience at the Cities of Covina, Placentia, Villa Park, San Gabriel, and the Town of Yucca Valley.

EMILY STADNIK**PROJECT ENGINEER**

Emily has more than 14 years of experience performing a variety of municipal engineering duties for local government and public utilities, including capital project management, administering Federal, State, and local funding necessary for capital project delivery, overseeing municipal stormwater programs, and collaborating with a variety of Federal and State agencies to procure necessary regulatory permits. Most recently, as a Senior Engineer for Tri Lake Consultants, Emily served as a municipal engineer for the City of Perris, the City of San Jacinto and March JPA, specializing in land development project oversight, plan check services, capital improvements, and inspection services. Emily organized and managed day-to-day engineering activities for Land Development services for all jurisdictions, and was the point person for multi-agency coordination efforts. She helped oversee Land Development staff and consultants, and managed project approvals, project controls, project budgets and expenditures. Prior to that, from 2015 to 2017, Emily provided engineering services to the City of Menifee, where she managed and organized development projects for Land Development Division staff and consultants, and helped to administer Federal, State, and local funds for capital improvement projects.

WILLIAM HEMSLEY, PE**SENIOR ENGINEER**

William is a highly knowledgeable engineer with more than 20 years of experience, during which he has overseen numerous construction projects and public works assignments. From 2008 through 2017, he served as the Director of Public Works | City Engineer for the City of Yucaipa. In these roles, William was responsible for directing the operations and services of the City's Public Works Department. He was responsible for preparing the annual capital improvement programs (over \$50 million in projects during his tenure with the City, with nearly 50% in grant funding). William also prepared and updated short- and long-range strategic plans to assure the Department's contribution to the City's overall plan and strategies. He participated in the development of regional plans and strategies, oversaw the acquisition and administration of Federal and State grants, directed traffic engineering studies to determine traffic flows and defining projects to accommodate those flows, interfaced with San Bernardino Association of Governments on regional projects and regarding implementing the Measure I program, and interfacing with Caltrans on several State-funded projects and Caltrans I-10 projects through the City.

STEVE KOOYMAN, PE**SENIOR ENGINEER**

Steve is a registered Civil Engineer with more than 25 years of civil engineering experience. He served as the Public Works Director and City Engineer for the City of Rancho Santa Margarita, where he supervised and managed City staff and various consultants within the Public Works Engineering Division, administering a \$5-\$6 million annual Capital Improvement Program. Steve was responsible for all work within the public rights-of-way, with over 50 PW permits issued annually. He worked directly with the City Manager, Community Development Director, Building Official, Community Services Director, Police and Fire Services, City Attorney, Finance Director, and Human Resource Director on all Public Works Engineering, Maintenance, and CIP

projects as part of the Executive Team. Steve previously served as the City Engineer for the City of Brea, where he managed staff and administered a \$30-\$40 million annual CIP. Steve also served as the Assistant Public Works Director for the Public Works and Utilities Department of the City of San Juan Capistrano, where he supervised and managed up to 12 employees and various consultants within the Public Works Division for a \$10-\$15 million annual CIP. Steve previously served for more than a decade as the Acting Deputy Director, Engineering, Transportation Planning and Land Development, Senior Civil Engineer and Supervising Civil Engineer for the County of El Dorado, supervising a staff of more than 20 employees and several consultants within the Transportation Planning and Land Development Unit. He managed projects a part of the County's \$30-\$45 million annual CIP.

VIREN SHAH, PE
SENIOR ENGINEER

Viren has decades of expertise providing administration, management, plan checking, and engineering services on Capital Improvement and Land Development Projects. This experience has made him familiar with the design and construction of projects including transportation facilities, public works infrastructure, and industrial, commercial and residential development. Viren is very comfortable providing engineering plan checking, grading plan checking, specification review, drainage report review, and constructability review for both public works and private enterprises. His extensive background in the industry has also given him a working knowledge of related fields including environmental mitigation, drainage, soils, structures, surveying and land planning. Viren has been employed in a variety of capacities such as Senior Engineer, Design Engineer, Plan Check Engineer, Project Manager and Construction Manager. Over his career, he has honed his ability to effectively coordinate with owners, clients, consultants, contractors and public agencies.

WQMP STAFF

KAMRAN SABER, PE, QSD/QSP
SENIOR ENGINEER

Bio included under "Design/Grading Plan Check Staff" above

MIKE LOVING
PROJECT ENGINEER

Mike is a public works professional with nearly 50 years of experience serving municipalities and public agencies, including the Cities of Irvine and Huntington Beach, the Los Angeles Harbor Department, and the Los Angeles Department of Water and Power. During this time, Mike has seen to the successful design and execution of many projects as part of a team and in a management role. Mike's career in municipal engineering has been centered on the issues of water quality and stormwater compliance. He has decades of expertise navigating the complexities of meeting Regional Board requirements. Mike served for 10 years as the City of Irvine's Water Quality Administrator. He has represented Cities in meetings with co-permittees, the Regional Water Quality Control Board, and Management Committees, and prepared annual Reports of Waste Discharge to the Regional Water Quality Control Board and annual Local Implementation Plans (LIP). Mike has provided training on compliance with all stormwater

pollution prevention requirements and consulted with City Attorneys as necessary on water quality issues pertaining to NPDES Permit issues.

STUART MCKIBBEN, PE

SENIOR ENGINEER

Stuart has over 30 years of experience working for the Riverside County Flood Control and Water Conservation District. He has been part of the District's management team for the last 15 years and has been Chief of three of the engineering divisions. His diverse expertise includes planning, watershed protection, floodplain management and plan review. As Chief of the Planning Division, Stuart was responsible for managing and organizing the work of up to 25 engineering professionals and 6 engineering consulting firms. He directed the scheduling and development of Master Drainage Plans, made key decisions regarding engineering judgment and evaluated alternatives for MDP preparation and compliance with Federal, State and local environmental requirements. Stuart prepared the Planning Division budget and participated in the development of construction budgets and the Capital Improvement Plan. He also directed the plan check and development review staff and the preparation of engineering services, consulting and Joint Community Facility agreements. As Chief of the Watershed Protection Division, Stuart was responsible for directing a comprehensive program to protect beneficial uses in lakes, rivers, and streams, and to comply with the MS4 permits for the three watersheds in Riverside County. He managed a staff of 18, developing and advancing stormwater recharge projects and fostering cooperation with water districts and other agencies. Stuart oversaw the preparation of the Proposition 84 grant from DWR, where the District was awarded \$5 million in funding for two recharge projects that developed in partnership with local water districts. As Chief of the Regulatory Division, Stuart directed the District's compliance with Federal, State and local environmental laws, as well as assisting the County in its compliance with the National Flood Insurance Program. As the District participated in several national and state organizations like NAFSMA, ASFPM, CSAC and CEAC, Stuart contributed to policy discussions which ranged from writing comments on proposed federal Clean Water Act regulations to contributing to the Flood Control element for the State Water Plan. He was also able to work to improve the County's Community Ratings System flood rating with FEMA which resulted in a 15% reduction in resident's flood insurance policy premiums.

MAPPING STAFF

GARY NEAL, PLS

PROFESSIONAL LAND SURVEYOR

Gary brings 40 years of land surveying experience in the engineering field in both the public and private sectors. He has supervised, managed and directed the field and office survey department operations while providing field survey and map plan-checking services for a variety of clients to include reviewing plats and descriptions and lot line adjustments from private developers. He reviews tentative tract and parcel maps, site plans, and other submittals for developments and make recommendations as to engineering matters for public agency clients. Gary started as a Professional Land Surveyor in 1972 for the Riverside County Survey Department. Prior to joining Interwest, Gary was a Land Surveyor, Map Checker and

Survey/Mapping Manager for such firms as Norris-Rupke | Winzler & Kelly | GHD Consulting, RBF Consulting, VPOINT Consulting, SEA Consulting, LA Wainscott & Associates, and Akers & Musser Land Surveying.

CRAIG BRADSHAW, PE, PLS

PROFESSIONAL LAND SURVEYOR

Craig has over 35 years of experience in the municipal engineering and land development industry, working on a variety of high profile projects with in-depth experience in capital improvement programs, program management, development, and implementation. Craig is one of the few professional engineers that also has a professional land surveying license. This combination is important in resolving issues surround property rights, understanding legal descriptions and the various options to developing land. Craig was responsible for all aspects of development review and conditioning of projects over much of his municipal career. Craig has worked on major road widening projects and been responsible for acquiring over 120 parcels and temporary construction easements through his career working closely with legal council. As the City Engineer / City Traffic Engineer for 20 years for the City of Claremont, Craig was responsible for city's Traffic and Transportation Commission; right of way acquisition; capital improvement program; public right of way maintenance; Engineering Division; and subdivision of land. He prepared the city's five-year capital improvement program and budget and was responsible for capital projects; review of environmental documents; traffic impact studies; land acquisition; technical review and approval of all legal descriptions and subdivision maps. His duties also included flood prevention. He was member of Gold Line technical committee and value engineering team and the six basin groundwater adjudication team. Craig has also served several terms on the Transportation Commission, Utility Commission and Solid Waste Advisory Board for the City of Rialto.

3.3 RESUMES OF ALL TEAM MEMBERS

We have provided comprehensive resumes for each of our proposed team members at the end of this section, following the project organizational chart.

3.4 PROJECT ORGANIZATIONAL CHART

Below, we have provided a project organizational chart that details our team's reporting structure and relevant project responsibilities.

PROJECT ORGANIZATIONAL CHART – ENGINEERING PLAN CHECK SERVICES



James G. Ross
Principal-in-Charge

Chris Vogt, PE
Project Manager

Engineering Plan Check		
<u><i>Design/Grading Plan Check</i></u>	<u><i>WQMP</i></u>	<u><i>Mapping</i></u>
Jack Istik, PE	Kamran Saber, PE, QSD/QSP	Gary Neal, PLS
Kamran Saber, PE, QSD/QSP	Mike Loving	Craig Bradshaw, PE, PLS
Emily Stadnik	Stuart McKibben, PE	
William Hemsley, PE		
Steve Kooyman, PE		
Viren Shah, PE		

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

EXPERTISE

Program and Project Management

EDUCATION

Masters in Public Administration, 1986
Bachelor of Science Civil Engineering, 1970
California State University, Long Beach

**PROFESSIONAL
AFFILIATIONS**

League of California Cities

Public Works Officers, President | 1998
Board of Directors, Member | 2001-2003
James Martin Award Winner for Excellence
& Service to the League & Public Works
Profession | 2006

**American Public Works Association
California Chapter**

Top Leader of the Year Award | 2004
Nominated, National Top 10
Director of the Year | 2008

Santa Ana North Rotary Club
President | 2000

James G. Ross

Public Works Group Leader

James has supported municipalities and public agencies at an executive management level for the past 35 years, specializing in Public Works and Water Departments. James' experience includes successfully managing staffs of over 400 people and Capital Improvement Program budgets of approximately \$200 million. He has served on the Board of Directors and has been President of the Public Works Officers for the League of California Cities. James is also the recipient of the James Martin Award for Excellence and Service to the League and Public Works Profession. James was chosen Top Leader of the Year in 2004 and nominated for the National Top 10 Director of the Year in 2008, both for the American Public Works Association, Southern California Chapter.

PROJECT SPECIFIC EXPERIENCE

Public Works Group Leader

2015-Present Interwest Consulting Group | CA

Since 2015, Jim has been responsible for managing Public Works Services for Interwest's Southern California Region. He has also recently served in Interim Department Head assignments for Cities such as Encinitas and Costa Mesa. He has also managed Organizational Development studies for the City of Encinitas and the Drainage Development Section of the Sacramento County Department of Water Resources.

Special Advisor

2011-2015 Management Partners | CA

James conducted organizational assessments and provided interim support for local Governments, specializing in Public Works and Water Departments. Some representative projects included the cities of Fountain Valley Public Works Department review and support, San Carlos Public Works/Community Development Efficiency Study, Orange Alternative Service Deliveries Study, Glendora Water Division Efficiency Study, San Juan Capistrano interim Public Works Department support, Newport Beach Municipal Operations Department Organizational Assessment, Benicia Public Works Organizational Assessment, Long Beach Organizational Assessment, and the Napa City/County Service Sharing Study.

Interim Executive Program Manager

2009-2011 Imperial Irrigation District | CA

Imperial Irrigation District (IID) is one of the largest Irrigation Districts in North America, with a 3.1 million acre foot entitlement to Colorado River Water. He managed 445 staff of the Water Department which were responsible for a 3000-mile system of irrigation and drainage canals. James was retained under an original 6-month contract by the General Manager to conduct an organizational assessment and make recommended changes to improve customer service and operational efficiencies. Involved in implementation of the "Quantification Settlement Agreement" which makes it possible to transfer conserved water from Imperial's farming Community to urban water users in Southern California. The contract was renewed twice by the GM before James elected not to renew again.



www.interwestgrp.com

Executive Director of Public Works

1988-2009 City of Santa Ana | CA

The department had more than 200 staff members. Responsibilities included construction and maintenance of City's street, water and sewer systems. In addition to the Water Enterprise, James also created enterprise funds for Refuse, Sanitation and Sewers. Annual budget including Capital Improvement Program was approximately \$200 million. Major facility projects included a \$100 million Police Detention and Administration Building, the City Hall Ross Annex, a new Corporation Yard, the remodel of the Main Library and numerous Community Park Facilities. Major Street projects included the \$100 million widening of the Bristol Corridor and an innovative \$100 million 5-year program to repair and rebuild the City's residential street system. He also led the development of a City Transit Plan which envisions a Street Car from the transit terminal thru the downtown to a connection with the regional express bus system.

Principal Projects Manager

1981-1988 City of Irvine | CA

James supervised the City's Project Management Team of 7 staff. They were responsible for administrating the design and construction of the City's Capital Improvement Program. At the time, Irvine was one of the fastest growing cities in California. Most of the new streets, parks and community facilities were funded by assessment districts which James and the Management team administered.

Associate Engineer

1978-1981 City of Costa Mesa | CA

James managed the 5-member Development Section in the Public Works Department. He reviewed and conditioned developments, processed track maps and parcel maps, represented Department at Planning Commission Meetings.

Assistant Engineer

1971-1978 Port of Los Angeles | CA

James designed and prepared specifications for major backland projects including all infrastructures to accommodate new container terminals.

Assistant Engineer

1970-1971 City of Los Angeles | CA

James designed street maintenance projects for the City of Los Angeles.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

E D U C A T I O N

Bachelor of Science, Civil Engineering
University of Pittsburgh
Pittsburgh, PA

**R E G I S T R A T I O N S
C E R T I F I C A T I O N S**

CA Registered Civil Engineer | 44250

**P R O F E S S I O N A L
A F F I L I A T I O N S**

APWA - American Public Works
Association,
Southern California Chapter President
2012

APWA - American Public Works
Association, Coachella Valley Branch of
Southern CA,
President & Creator, 2000 – 2001

City/County Engineers Association
Inland Empire President, 1996

**A D D I T I O N A L
E X P E R I E N C E**

Public Works Engineer II /
Project Engineer III
County of San Bernardino/
Special Districts, 1986-1991

Municipal Engineer
Westmoreland, Washington, Somerset
and Alleghany Counties, 1983-1986

Chris A. Vogt, PE
CA Registered Professional Civil Engineer
Project Manager

Chris has over 35 years of successful management, planning, implementing, and administering public works projects and programs. He brings a solid history of successful management with over 24 years as a Public Works Director/City Engineer. He brings an exemplary work ethic focusing on continuous process improvements while maintaining the ability to effectively navigate politically sensitive environments.

He has managed an operational budget of over \$39 million and a comprehensive Capital Improvement Program in excess of \$1.6 billion. Supporting cities in Southern California, Chris has a wealth of knowledge in budget preparation; infrastructure maintenance; professional and construction contract negotiations; organizational development; project management; water, sewer and electrical utility operations and construction; engineering design; staff development; training and mentoring; complex engineering studies such as Development Impact Fees and assessment engineering; and public informational and collaborative meetings.

S P E C I F I C E X P E R I E N C E

City Engineer | Senior Project Manager

2012-Present Interwest Consulting Group | CA

Chris provides public works director and city engineer services to jurisdictions throughout Southern California. His responsibilities include: implementing and developing capital improvement programs and development impact fees; staff training, mentoring and management; direction and supervision of professional, technical and maintenance staff; program management over consulting contracts (design and construction management professionals); completion of specialty projects; and coordination of issues with public utilities.

Director of Public Works | City Engineer

2006-2011 City of Moreno Valley | CA

Managed a Public Works Department of 145 professional, technical, maintenance and clerical staff with an operational budget of \$39 million and Capital Improvement budget of \$180 million (comprehensive \$1.6 billion). Public Works included seven divisions: Administration, Engineering Land Development, Traffic, Capital Improvement Projects, Maintenance (solid waste, street, storm drainage, graffiti, and fleet), Special Districts, and the Moreno Valley Electric Utility.

Select Accomplishments:

- Completed a **\$25 million electric sub-station project**
- Reorganized the new City Electric Utility
- Completed a **\$1.6 million Veterans Memorial project** within schedule and budget by working with a citizen design committee
- Directed staff in the **development of a comprehensive Capital Improvement Program** that reflects all projects to ultimate build-out of the City (\$1.6 billion)
- Coordinated City regional projects with **Caltrans, Western Riverside Council of Governments, and the Riverside County Transportation Commission**
- Completed a **\$10 million regional soccer facility** (synthetic turf)
- **Renegotiated the City's Solid Waste contract** resulting in enhanced services and full indemnification under AB 939 without additional costs to the City



www.interwestgrp.com

Director of Public Works | City Engineer

2001-2006

City of Pomona | CA

Supervised the Public Works Department of 97 professionals, which included Administration, Engineering, Development, Traffic, Capital Improvement Projects, Streets, Stormwater, Graffiti Abatement, Facilities Maintenance, Building and Safety, and City Communications.

Select Accomplishments:

- Developed a comprehensive Capital Improvement Program
- Developed a bond issue with Gas Tax proceeds to complete **\$10 million worth of street rehabilitations and improvements**
- Completed **\$2 million White Avenue beautification** project fronting the L.A. County Fairgrounds
- Established and implemented the City's Graffiti Abatement Program that improved removal time to 24 hours

Director of Public Works | City Engineer

1996-2001

City of La Quinta | CA

Managed the Public Works Department of 20 professional, technical, and clerical staff. This included Administration, Engineering, Development, Traffic, Capital Improvements and Street Maintenance.

Select Accomplishments:

- Coordinated the development and implementation of La Quinta's **first Development Impact Fees**
- Updated the City's \$800,000/year Lighting and Landscape Assessments to conform to Proposition 218
- Completed a **\$500,000 community pool and locker room/office facility project** within schedule and budget utilizing the design/build process
- Completed a **\$20 million assessment issue** and coordinated the construction associated with the assessment for public sewers, street improvements, and a downtown beautification project

Director of Public Works | City Engineer

1991-1996

City of Chino Hills | CA

Held multiple positions while serving the City of Chino Hills. Was the first Director of Public Works/City Engineering when the city was incorporated in December 1991. Established and directed the Public Works Department of 40 employees (not including consultants) under six divisions. These divisions included Administration, Engineering Design and Development, Traffic and Roads, Water, Sewer, Drainage, Utility Operations, and Facilities/Vehicle Maintenance and Operations. From 1992 - 1993, the Parks and Landscape Maintenance Division (1972 Lighting and Landscape Act) was also under his direction including a Parks and Landscape Manager and 15 employees.

Select Accomplishments:

- Completed the **\$10 million extension** of the ultimate improvements to Chino Hills Parkway from Carbon Canyon Road (SR142) to the 60 freeway in Pomona
- **Developed the first Public Works Department** for the City of Chino Hills after Incorporation
- Supervised a **\$13M/year Water Utility operational budget** for the City
- Developed the **first Pavement Management System** for Chino Hills
- Developed and Streamlined the Final Map and Developer Entitlement process



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

E D U C A T I O N

Bachelor of Science
Civil Engineering
University of Southern California
Los Angeles, CA

**R E G I S T R A T I O N S
C E R T I F I C A T I O N S**

CA Registered Professional Civil Engineer
| 26558

Jack Istik, PE

CA Registered Professional Civil Engineer

Jack has over 40 years of experience in engineering design, contract administration, supervision of professional, inspection and administrative staff and client relations for preparation of street, storm drain, grading, street resurfacing, sewer, roadway landscape and park plans. Additional experience includes contract administration, supervision of inspection services, preparation of specifications and bid documents, engineer's estimates and contract management of municipal projects. Expertise also includes coordination with the Department of Defense, United States Postal Service, Caltrans, SoCal Counties, the Regional Water Quality Control Board and staff reports and presentations to City Councils, Planning and Traffic Commissions.

P R O J E C T S P E C I F I C E X P E R I E N C E

Senior Plan Check Engineer

2016 – Present Interwest Consulting Group | CA

Jack provided civil and site development plan check reviews for various Southern California Clients. Including the County of Riverside as well as the Cities of La Quinta, Eastvale, and Pomona. Plan Check work has included Grading, Streets, Storm Drains, Sewer, Water, as well as WQMP review.

Civil Engineer Consultant

2009 – 2016 Independent Contractor | CA

With extensive experience in the civil engineering field, Jake focused on learning key strategies that enable him to continuously improve and provide excellent consulting engineering services and support.

Project Manager for TCM Group, Inc.,

2008 – 2009 City of Moreno Valley & County of Riverside | CA

Jack managed project schedules, budgets and in-house contracts with Caltrans District 8. Projects were three intersection modification projects in Riverside County.

Project Manager for Boyle Engineering

2005 – 2008 City of Moreno Valley & County of Riverside | CA

Jack managed project schedules and budgets for both the City of Moreno Valley and the County of Riverside.

- **Project Manager** for the City of Moreno Valley for their current and ongoing on-call Civil Engineering programs. The type of projects designed under this contract include streets, final maps, grading, storm drains, sewers, hydrology and hydraulic calculations, and street light plans.
- **Project Manager** for the City of Moreno Valley for their current and ongoing plan check program. The types of projects reviewed under this contract included rough and precise grading plans, street, signing and striping final maps and storm drain plans, hydrology and hydraulic calculations, water and sewer plans, and street light plans. In addition, he coordinated the structural review of the Nason Street Bridge plans and calculations to the current Caltrans LRFD Criteria.
- **Project Manager** for Riverside County for their current and ongoing plan check program for the Transportation Department. Reviews included Street Plans for the Northstar Resort, a top priority project in Riverside County assigned to Boyle Engineering. The project involved meetings and communication with the Transportation Direct to insure timely completion. This work involved review and approval of over 250 projects.



www.interwestgrp.com

Principal, JGI Engineering Consulting

2001 – 2005 Southern California

Jack provided civil engineering services to various projects including forensic engineering, park improvement and roadway proposals.

Project Manager, GVW Engineering

1997 – 2001 Walnut | CA

While serving as a project manager, Jack, processed 15 design/building United States Post Office Projects, and prepared street resurfacing plans and specifications. His role also included marketing the firm, providing business development presentations and client relations, provide tentative map and plan processing for private residential and commercial developments.

Vice President – Director of Engineering, RKA Civil Engineers, Inc.

1981 – 1997 Walnut | CA

Jack was the first employee of this startup engineering firm. He held various positions with Cities while working for RKA:

- **Deputy City Engineer, City of Diamond Bar, CA**
- **Deputy City Engineer, City of Walnut, CA**
- **Deputy Agency Engineer for the Walnut Redevelopment Agency**

Jack performed a broad range of services for the Cities of Diamond Bar and Walnut in addition to a wide variety of other public and private clients. Project Included:

- Supervised and performed plan review / inspection for improvement and grading plans for over 6,000 homes during which time the population increased from 8,000 to 32,000 including seven significant commercial and industrial developments and dozens of other commercial and industrial properties.
- Supervised design and inspection personnel for the widening of Temple Avenue.
- Provided depositions on three occasions.
- Plans and specifications for widening of Temple Avenue fronting Mt. San Antonio College, supervise design and inspection staff, contract administration, process change orders, and frequent coordination with Mt. SAC Administration.
- Equestrian trail master plan for a projected 26-mile trail system: processing for approval by the Parks & Recreation and Planning commission and the City Council.
- Prepared Staff reports and presentation to Planning Commissions and City Councils for implementation of the capital improvement program.
- Supervised redevelopment funded slurry seal, street widening, and resurfacing projects.
- Initiated the first Capital Improvement Program for the City of Diamond Bar.
- Prepared a request for proposal for the transportation element of the general plan.
- Designed several gabion and dewatering projects.
- Grading and Drainage Plan for a chemical mixing facility.
- Prepared environmental assessments and recommended conditions of approval for subdivisions as well as presentations to the City of Walnut Planning Commission and City Council.
- Administration of State Grant, Prop. A and Community Development Block Grant projects.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

Assistant Director of Engineering, RGB Engineering, Inc.

1979 – 1981

Costa Mesa | CA

Jack provided various engineering consulting services to both the private and public sector. Project included:

- Improvement plans reviews for 400 home subdivision
- Bridge designs of three bridges including Warner Avenue Bridge over Bolsa Chica (Huntington Beach) and Lake Road Bridge (Irvine)
- Supervised design and contract administration of a significant project in San Dimas: Arrow Highway and Bonita Avenue widening through downtown San Dimas
- Designed private land development projects in San Juan Capistrano and Irvine
- Supervised engineering staff in the absence

Program Engineer, The Irvine Company

1977 – 1979

Irvine | CA

Jack provided analysis and recommendations on proposed developments on the 77,000 acre Irvine Ranch, as well as analysis of a Flood Insurance Rate Map in Irvine.

Sr. Civil Engineering Assistant, LA County Flood Control District

1973 – 1977

Los Angeles | CA

Jack developed Flood Insurance Rate Maps for Monrovia and Pomona, as well as, designed various storm drains, dams, and debris basins.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

E D U C A T I O N

M.S., Civil Engineering
California State University, Sacramento

B.S., Civil Engineering
Polytechnic Tehran

**R E G I S T R A T I O N S
C E R T I F I C A T I O N S**

CA Registered Civil Engineer | 47567

Qualified SWPPP Developer/Practitioner
(QSD/QSP)

**P R O F E S S I O N A L
A F F I L I A T I O N S**

American Society of Civil Engineers (ASCE)

American Public Works Association (APWA)

Society of American Value Engineers (SAVE)

Society of American Military Engineers
(SAME)

Railroad Association of Southern California
(RASC)

Kamran Saber, PE, QSD/QSP

CA Registered Professional Civil Engineer

Kamran has over 30 years of experience in the design and management of major multi-disciplinary public works projects. His experience includes transportation design, structural design, utility engineering, hydraulic, hydrology, cost estimating, contract specifications, constructability analysis, peer reviews, environmental process and reviews, report writing, RFP preparation, construction management and support services. Kamran has a broad background in CIP management, planning, design and construction on a wide variety of projects including land development, street improvement and rehabilitation, sewer and storm drain studies and design, grading and drainage. He also has extensive training and hands-on experience in project/resource management and Total Quality Management, and is a Certified Facilitator. Additionally, Kamran has extensive expertise in federally and state funded projects through his work managing over 100 federally funded projects throughout his career.

Kamran's professional history includes City Engineer experience at the Cities of Covina, Placentia, Villa Park, San Gabriel, and the Town of Yucca Valley. Below is just a selection of the many projects Kamran has worked on.

R O A D W A Y S & M U N I C I P A L P R O J E C T E X P E R I E N C E

Central Avenue Corridor Improvement, City of Compton, Compton, CA, 2015 – Project Manager and Pavement Engineer for the reconstruction of Central Avenue from 131st Street to Compton Boulevard to address roadway rehabilitation needs in an expedited manner. The project consisted of two segments: Segment 1 from 131st Street to Rosecrans Avenue and Segment 2 from Rosecrans Avenue to Compton Boulevard. An innovative low impact development (LID) approach was selected for the pavement rehabilitation consisting of 2-inch ARHM over 4-inch in-situ recycled asphalt (Cold Central Plant Recycled, CCPR) on top of 8-inch in-situ cement treated base, also known as Full Depth Reclamation (FDR). Ninety percent of the proposed structural section was recycled from the existing road materials with no material hauled out from the project.

San Gabriel Boulevard Rehabilitation, Mission Drive to Las Tunas Drive, City of San Gabriel, San Gabriel, CA, 2010 – Project Manager and Construction Manager for the 1.5-mile rehabilitation of San Gabriel Boulevard in the heart of the City of San Gabriel. The project included rehabilitation of pavement using the cost saving method of Full Depth Reclamation (FDR) with the construction cost of approximately \$1.9M. Project included pavement rehabilitation and reconstruction, reconstruction of centerline to increase cross fall and to improve cross drainage, curb, gutter and sidewalk repair, addition of gutter plate where missing, addition of cross gutters where missing or nonfunctioning, addition and/or upgrading of curb ramp and reconstruction of damaged driveway aprons. The project design included water quality green feature such as permeable concrete gutters.

Maple Avenue Roadway Rehabilitation Project, City of El Segundo, El Segundo, CA, 2012 – Project Manager responsible for the preparation of plans, specifications, and estimate (PS&E) and management of the design staff, survey crews and sub consultants, Landscape Architect, and Geotechnical. Kamran performed QA/QC, prepared project specifications and cost estimates, and coordinated the project with various City departments (Water, Planning, Maintenance, landscaping, and sewer). The main objectives of the project were rehabilitation of existing pavement, extensive drainage improvements,



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

installation of landscaped median, sidewalks, and installation of flashing red lights at mid-block crossings, public outreach and ADA ramps. The design and construction were completed within schedule and budget.

West Roses Road Rehabilitation, Mission Drive to Del Mar Avenue, City of San Gabriel, San Gabriel, CA, 2010 – Project Manager for the preparation of plans, specifications, and estimate (PS&E) and construction management of 3,600 linear feet of collector roadway. Project included pavement rehabilitation, curb, gutter and sidewalk repair, addition of gutter plate where missing, addition of cross gutters, addition of curb ramps and reconstruction of damaged driveway.

Arterial Rehabilitation Projects and Annual Street Resurfacing Projects, City of Lake Forest, Lake Forest, CA, 2007 – Project Manager for the preparation of plans, specifications, and estimate (PS&E) for the City of Lake Forest's annual street resurfacing projects, as well as the design for Arterial Highway Rehabilitation Projects (AHRP) along Murlands Boulevard, El Toro Road, and Rancho Santa Margarita Parkway. These projects involved pavement resurfacing using rubberized asphalt, slurry sealing, adjusting manholes and monument preservation, restriping and the installation of loop detectors.

RAIL | TRANSIT PROJECT EXPERIENCE

Metrolink Station, City of Covina, Covina, CA, 2015 – Civil Design Manager and Construction Manager responsible for the proposed station design improvements at the Metrolink Station in Covina, California. Proposed improvements included parking rehabilitation, lighting, signage, striping, landscape, irrigation, traffic signal and entrance improvement.

Bradford Avenue Pedestrian Bridge over BNSF Tracks, Alameda Corridor Transportation Authority (ACTA), Placentia, CA, 2008 – Project Manager for this federally funded project involved extensive negotiation and coordination with Railroad Company and adjacent KB Homes development. Project involved executing the signed Intermodal Container Transfer Facility (ICTF) Joint Powers Authority (JPA) with the Railroad Company for construction easements per Caltrans guidelines, securing right-of-way and easements from developer, and obtaining State and Federal approval (E-76) to proceed with construction.

Establishment of Quiet Zone Along BNSF Tracks, Placentia, CA, 2008 – Project Manager responsible for working with BNSF and Federal Railroad Administration (FRA) to establish the Quiet Zone (QZ) in the City of Placentia. The project also involved construction of improvements at the six crossings per FRA requirements and standards, as well as installation of new advanced train warning and relay systems by BNSF.

GRADE SEPARATIONS PROJECT EXPERIENCE

Montebello/Union Pacific Railroad (UPRR) Corridor Grade Separation Feasibility Study Report, City of Montebello, Montebello, CA, 2014 – Task Manager responsible for developing a grade separated corridor along UPRR (Los Angeles Subdivision) and considering various alternatives including a complete trench, partial trench and individual grade separations at Montebello Boulevard, Greenwood Avenue, Maple Avenue and Vale Avenue. The project included developing conceptual plans in accordance with UPRR and AREMA standards as well as cost estimates. Close coordination with the City of Montebello, Alameda Corridor East Construction Authority, UPRR and CPUC was a critical part of the project which required timely concept approval.



www.interwestgrp.com

SR-710 Gap Alternatives, Los Angeles County Metropolitan Transportation Authority, Los Angeles, CA, 2014-2015 – Task Manager (JMD Inc.) responsible for developing light rail transit, railroad and Transportation System Management/Transportation Demand Management (TSM/TDM) alternatives for the nearly five-mile-long freeway gap between Interstate 10 (Los Angeles/Alhambra) and Interstate 210 (Pasadena). Kamran was responsible for developing conceptual light rail transit (LRT), grade separation, track, roadway and intersection alignments to address local needs and hot spots through the cities of Los Angeles, Alhambra, South Pasadena and Pasadena. LRT and track alignment plans were designed in accordance with LA Metro, as well as UPRR and AREMA standards, respectively. Cost estimating of each alternative was also provided including the development of an environmental document for the project. Kamran was responsible for facilitating close coordination with the Cities, UPRR and CPUC to obtain reviews and conceptual approvals in a timely manner.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

EXPERTISE

Development Plan Review & Entitlements
Program/Project Management
Construction Management
Strategic Policy Development
Regulatory & Environmental Compliance

EDUCATION

Master of Arts, Public Administration
California State University, San Bernardino
San Bernardino, CA
*Concentration in business administration
fundamentals and advanced technologies*

Bachelor of Science, Civil Engineering
California State Polytechnic University
Pomona, CA
*Emphasis in transportation design and
Geographical Information Systems (GIS)*

**PROFESSIONAL
AFFILIATIONS**

Member, Western Riverside
Council of Government (WRCOG)
Regional Street Light Review Panel
7/2015-2/2016

Emily Stadnik

Associate Engineer II

Emily has over 14 years' experience performing a variety of municipal engineering duties for local government and public utilities. This includes development plan review and project entitlements, capital project management, administering Federal, State, and local funding necessary for capital project delivery, overseeing municipal stormwater programs, and collaborating with a variety of Federal and State agencies to procure necessary regulatory permits. Emily's communication and leadership skills have resulted in many successful multi-agency coordination efforts. Her skills help bring disparate parties in the public and private sectors into alignment and cooperation to ensure project success.

PROJECT SPECIFIC EXPERIENCE

Senior Engineer

2018-Present Interwest Consulting Group | Ontario, CA

Emily provides municipal engineering services to Interwest's Southern California clients.

Manager of Planning

2018 San Miguel Band of Mission Indians | Highland, CA

As the Manager of Planning, Real Estate & Development, Emily helped develop and build a strategic plan for a municipal Planning Department, including Building, Engineering, and Community Development operations. She identified needs to implement a Department plan and municipal operations, acting as a front facing point of contact for all tribal government development and construction projects. She helped to develop and implement guidelines for residential concierge service to existing and future tribal members on reservation property, assisted with off-reservation permitting and municipal coordination, and assisted in overall power supply needs for on-reservation development, helping to build a power strategy for potential future tribal utility operations.

Senior Engineer

2017-2018 Tri Lake Consultants | Perris, CA

Emily served as a municipal engineer for City of Perris, City of San Jacinto and March JPA, specializing in land development project oversight, plan check services, capital improvements, and inspection services. She organized and managed day-to-day engineering activities for Land Development services for all jurisdictions, and was the point person for multi-agency coordination efforts. She helped oversee Land Development staff and consultants, and managed project approvals, project controls, project budgets and expenditures. Emily attended City Council meetings and Planning Commission Hearings for municipal jurisdictions on behalf of the City Engineer.

Senior Engineer

2015-2017 City of Menifee | CA

Emily served as the City's point person for multi-agency coordination efforts. She managed and organized development projects for Land Development Division staff and consultants, and helped to administer Federal, State, and local funds for capital improvement projects. Emily managed and oversaw the City's stormwater program, streetlight acquisition efforts, and energy efficiency program. She helped to ensure that functions met all applicable laws, regulations, and City policies related to the City's Capital Improvement programs and Land Development Division. Emily was also responsible for policy and



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

process development for the land Development Division within the Public Works/Engineering Department.

Senior Program Analyst / Technical Specialist

2011-2015 Southern California Edison | Rosemead/Irwindale, CA

As a Senior Program Analyst for the Local Public Affairs Business Unit, Emily managed the department's Geographical Information System (GIS) Mapping and Geospatial Analysis Portfolio, including team oversight and training. She managed department's Database and Campaign Management System, including team oversight and training – designed to increase overall department efficiency, and external stakeholder communications. Emily served as the logistics and event lead for "Community Engagement Panel" on San Onofre Nuclear Generating Station (SONGS) decommissioning efforts.

As a Technical Specialist for the Government and Institutions Segment, Customer Service Business Unit (CSBU), Emily served as the special project strategy development and implementation lead. She helped with education and outreach, advocacy writing, and development and materials for business customer and stakeholder outreach campaigns on critical infrastructure and public policy efforts for the San Onofre Nuclear Generating Station Decommissioning Project and the Chino Hills Transmission Undergrounding Project

As a Technical Specialist for the New Construction Organization, Customer Service Business Unit (CSBU), Emily was responsible for the application of CPUC mandated Energy Efficiency programs to non-residential mechanical and electrical construction design plans for energy efficiency compliance and maximization. She helped to calculate potential energy savings/incentives, and prepared written and verbal recommendations, including design modifications to improve energy efficiency outcomes. She reviewed and validated preliminary drawings and documents and tracked initial phases of construction. She also co-implemented a department-wide transition to Bluebeam software, resolving user challenges through group training and the creation of a department-wide user guide that resulted in 100% adoption by both SCE and Bluebeam Software Inc. for use in customer development protocols.

Technical Consultant

2010-2011 Independent Consultant | Rancho Cucamonga, CA

Emily collaborated with clients and engineers to assess traffic and transportation design and implementation needs with multiple municipalities. She conducted field assessments, coordination, drafting and engineering design of traffic and transportation facilities including signing and striping plans, traffic signal plans and traffic control devices. She manage nonprofit programmatic budgets including a \$1.5 million-dollar capital campaign, and created graphic design capital campaign deliverables for corporate fundraising use.

Associate Engineer

2005-2010 City of Corona | CA

Emily managed the City's Land Development municipal staff, assigning roles and responsibilities, organizing work schedules, identifying work priorities and reviewing work products and assignments. She helped to coordinate and manage city department project representatives, design teams, project owners/developers, and third-party contractors to address project plans issues and assess potential impacts to city infrastructure. She ensured project adherence to all city, county, and state ordinances, regulations and municipal codes. Emily spearheaded and implemented adoption of uniform permitting program through Permits Plus software, to transform permit processing system



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

city-wide and assist in linking projects to the municipal GIS database. She developed and helped implement department-wide action plans, training sessions, processes and new protocols to incorporate the city-wide new system, and created processing guidelines for very first city application of Permits Plus software.

On the City's behalf, Emily collaborated with California Department of Fish and Game, U.S. Army Corps of Engineers, Riverside County Flood Control, and the State Water Resource Control Board, to work through project planning, and potential impacts to City infrastructure and General/Specific Plan(s). She administered National Pollutant Discharge Elimination System (NPDES) regulations, California Environmental Quality Act (CEQA) guidelines, and review of Environmental Impact Reports (EIR).

Project Manager / Design Engineer

2004-2005 RKA Civil Engineers | Walnut, CA

Emily designed and managed residential and commercial new construction and utility infrastructure projects for the cities of Norco, Walnut, Pomona, Temple City, San Dimas and Sierra Madre. She conducted field studies, fee proposals, drafted and prepared plans, and coordinated with clients and various city applicants to expedite and move projects to fruition. She designed and prepared plans for rough and precise grading, drainage, street improvements, traffic control, and signal timing and coordination. She prepared drainage studies, inspection reports and environmental impact reports, prepared fee and budget analyses and cost estimates, and collaboratively established CAD standards and guidelines throughout the practice.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

E D U C A T I O N

M.S., Civil Engineering
University of California, Berkeley
Berkeley, CA

B.S., Civil Engineering (Environmental)
Cal Poly University, Pomona
Pomona, CA

**R E G I S T R A T I O N S
C E R T I F I C A T I O N S**

Professional Civil Engineer, CA | 56600

William Hemsley, PE

CA Registered Professional Civil Engineer

William is a highly knowledgeable engineer with more than 20 years of experience, during which he has overseen numerous construction projects and public works assignments. The majority of William's expertise was gained in the public sector, working for municipalities and utility agencies and the last decade of his career has been spent in high level management positions.

P R O F E S S I O N A L E X P E R I E N C E

Director, Engineer Services

2017

Land Engineering Consultants, Inc. | CA

William was responsible for managing public works projects for LEC as well as working on private/commercial development projects. He was the business development manager for LEC and contacted agency managers and responding to RFP's. Planned approach to responding to RFP's for various agency requests. He also coordinated with other consultants to put together solid teams for proposals. Tracked the progress of the proposals and ensured that each of the requested components of the RFP was responded to reflecting the virtues of the team. William managed residential and commercial development projects interacting with the client and various agency staff for project approval.

Director of Public Works | City Engineer

2008-2017

City of Yucaipa | CA

William was responsible for directing the operations and services of the Public Works Department for the City of Yucaipa (population of 52,000). He was also responsible for preparing the annual capital improvement programs (over \$50 million in projects during the 8 year period at the City with nearly 50% in grant funding), preparing and updating all short and long range strategic plans to assure the department's contribution to the City's overall plan and strategies, participating in the development of regional plans and strategies, overseeing the acquisition and administration of Federal and State grants, directing traffic-engineering studies to determine traffic flows and defining projects to accommodate those flows, interfacing with San Bernardino Association of Governments on regional projects and regarding implementing the Measure I program, and interfacing with Caltrans on several State-funded projects and Caltrans I-10 projects through the City.

Principal Engineer

2008

City of San Bernardino | CA

Capital Projects Manager

2007-2008

City of Redlands Utilities | CA

Senior Civil Engineer | Capital Project Manager

2001-2008

City of Redlands | CA

Engineering Consultant

2001-2004

City of Big Bear Lake | CA

Associate Engineer

1999-2001

City of Big Bear Lake | CA

Utility Engineer

1998-1999

Fernley Town Utility | CA

Associate Engineer

1994-1998

Kennedy/Jenks Consultants | CA



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

E D U C A T I O N

Bachelor of Science, Civil Engineering,
California State University, Chico, May
1991

**R E G I S T R A T I O N S
C E R T I F I C A T I O N S**

CA Registered Civil Engineer | 55757

NV Registered Civil Engineer | 13015

QSD/QSP Training

**P R O F E S S I O N A L
A F F I L I A T I O N S**

National and OC ASCE Member

Steve Kooyman, PE

CA Registered Professional Civil Engineer

Steve is a registered Civil Engineer with more than 25 years of civil engineering experience and has spent a vast amount of his career serving numerous jurisdictions throughout the Southern California region. His background has provided him with the knowledge of city engineering policies and procedures, which is a proven asset when providing technical assistance to engineers, architects, contractors, city personnel, and the public.

P R O J E C T S P E C I F I C E X P E R I E N C E

Senior Project Manager

2019 – Present Interwest Consulting Group

Steve provides Project Management and Senior Engineering Services to our clients throughout Southern California.

Public Works Director | City Engineer

2018 – 2019 City of Rancho Santa Margarita

Steve supervised and managed City staff and various consultants within the Public Works Engineering Division, administrating a \$5-\$6 million annual Capital Improvement Program, and was responsible for:

- All work within public rights-of-way, over 50 PW permits issued annually;
- Working directly with City Manager, Community Development Director, Building Official, Community Services Director, Police and Fire Services, City Attorney, Finance Director, and Human Resource Director on all PW Engineering, Maintenance, and CIP projects as part of Executive Team;
- Coordinating with the various master and individual HOAs within the City;
- Preparing/presenting staff reports to the City Council for CIP projects;
- Administering and implementing various City Council and City Manager policies, procedures, goals, and priorities for the City;
- Managing and monitoring all work within the Department, including: developing the annual work plan and staffing plan, and developing and supervising all public works contracts in coordination with the City Attorney

City Engineer

2015 – 2018 City of Brea

As City Engineer, Steve managed staff and administered a \$30-\$40 million annual CIP. He was responsible for:

- Updating and developing the City's Circulation Plan within the General Plan, Traffic, Water, Fire and Dispatch Impact Fee Programs, Sewer, Water, and Drainage Master plans;
- Developing expense and funding projections in coordination with the development of the 2016, 2017, and 2018 CIP and annual Engineering operational budgets;
- All work within the public rights-of-way, over 200 PW permits issued annually;
- Preparing and presenting various staff reports to the Planning Commission and City Council for CIP and development projects;
- Supervising, reviewing, and stamping all final parcel/tract maps, and lot line adjustments related to subdivisions within the City; and,
- Managing and coordinating all CEQA/NEPA documents with the City Planner within the Planning Division for PW projects.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

Assistant Public Works Director, Public Works and Utilities Department

2013 – 2015 City of San Juan Capistrano

Steve supervised and managed up to 12 employees and various consultants within the PW Division for a \$10-\$15 million annual CIP. In this position, he was responsible for:

- Updating and developing of the City's Circulation Funding Plan with development projections in coordination with the development of the CIP and annual fiscal year operational budgets;
- Managing the pavement management and NPDES storm water program for the City;
- Managing and supervising the maintenance of the City's parks and facilities in coordination with the Maintenance Superintendent;
- Attending and managing various advisory committees within the City for the bike/equestrian trails, and parks;
- Managing and coordinating all CEQA/NEPA documents with the Planning Department for PW projects; and,
- Managing and developing the Engineering Division annual work and staffing plans

Acting Deputy Director, Engineering, Transportation Planning and Land Development | Senior Civil Engineer | Supervising Civil Engineer

2001 – 2013 County of El Dorado

Steve served the County of El Dorado for more than a decade in various high level management positions, at his peak supervising a staff of more than 20 employees and several consultants within the Transportation Planning and Land Development Unit. He managed projects a part of the County's \$30-\$45 million annual CIP with the following responsibilities:

- Working directly with County Board Members on various high profile projects in coordination with the Presidential Tahoe Summit and State Forums;
- Serving as the County Engineer for all development within the County;
- Managing the pavement management program, traffic impact program, and NPDES storm water program for the County;
- Working directly with the County Counsel on all subdivision map agreements and PW/transportation contracts;
- Working directly with the Planning Director and County Counsel during the development of the General Plan Update;
- Attending and facilitating various public meetings regarding the General Plan Update and CIP;
- Supervising and managing the Tahoe Storm Water Management Program with Total Maximum Daily Load and NPDES requirements;
- Supervising the County's Transportation efforts in Tahoe Managed and developed the Tahoe Engineering Units annual and 5-year budgets;
- Working directly with the Tahoe Maintenance Division on all roadway, bridge, and drainage improvements; and,
- Facilitating and managing various public outreach meetings with respect to the CIP projects in Tahoe.

Associate Civil Engineer

1997 – 2001 City of South Lake Tahoe

Steve performed civil engineering design; completed hydraulic/hydrology reports, construction specifications, and contract documents; and performed construction management and inspection for numerous civil engineering within the City. He worked directly with the Planning Department on all development



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

projects within the City including the Redevelopment Agency; and, administered, reviewed, and issued the various PW permits within the City.

Civil Engineer

1993 – 1997

Ernie Jones Associates, Ltd

Steve performed civil engineering design and performed construction management and inspection for numerous civil engineering projects, including many residential home designs in South Lake Tahoe. He designed and prepared plans for several apartment complexes, subdivision maps, improvement plans, and various water, sewer, erosion control projects.

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

EDUCATION

M.S. Engineering, Construction
Management, University of Texas
at Austin, 1980

BS Civil Engineering,
University of Bombay, India,
1978

REGISTRATIONS CERTIFICATIONS

Professional Civil Engineer CA | C52790

Real Estate Broker CA | 01032040

Viren Shah, PE

CA Registered Professional Civil Engineer

Viren has over 38 years of industry experience in both public works and the private sector. During that time, he has cultivated expertise in program and project management, earning a reputation for effective execution. Always a team-player and a goal-oriented professional, Viren is a valuable addition to any project.

PROJECT SPECIFIC EXPERIENCE

Project Manager | Plan Review Engineer

2015 – Present Interwest Consulting Group

Viren provides on-call, as-needed project management and plan review services to clients throughout Southern California. Recently, he has supported the City of Palm Spring's Engineering Services Division, providing management of Capital Improvement Projects such as Pavement Rehabilitation, Slurry Seal, Drainage Improvements, Building Roof Replacement, Federally funded Bridge Replacement, and Traffic Signals. He was also instrumental in securing \$6 Million in regional funds to enhance the City's Pedestrian and Bicycle Safety Project along Downtown Palm Springs Corridors. Previously, Viren served the County of Riverside's Building and Safety Department by providing grading plan review of residential and commercial projects.

Principal

2006 – 2014 VAS Associates, Inc.

He provided project management services to execute the City of Moreno Valley Public Works Capital Improvement Projects with Design Management, Right of Way Acquisition, Environmental Clearance, Utility Coordination, Bid Documents and Construction Management.

Select Accomplishments:

- **Nason Street:** New one mile long four lane arterial street improvements including a Bridge, Domestic and Recycled Water, Flood Channel and Box/Pipe storm drains, new signal, Non-Irrigated Drought Tolerant Landscaping and LED Street Lights. Recipient of APWA Project of the Year Award.
- **Cactus Street:** One mile long two to four lane arterial street widening improvements including Domestic and Recycled Water, Sanitary Sewer, Storm Drains, undergrounding of 37 power poles under Rule 20B and upgrade of signals. Kept project front County Hospital and Trauma Center in full operation during construction.
- **Kitching Street:** 1.5 mile long two to four lane street widening including widening of three bridges, rehabilitation of existing pavement, storm drain improvements, relocation of transmission power poles and a new signal. Recipient of APWA Project of the Year award.
- **Iris Street:** Comprehensive four lane miles of pavement rehabilitation to address pavement section and drainage deficiencies.
- **Lasselle Street:** One mile long two to four lane arterial street widening improvements including rehabilitation of existing pavement, granitic rock slope cut back with anchors, storm drains and signal upgrades.
- **Pigeon Pass Road:** Three mile long Two to Four lane street widening including rehabilitation of existing pavement, storm drain improvements and upgrade of signals. Recipient of APWA Project of the Year – Honorable Mention Award.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

- **Aqueduct Bike Trail:** Three Mile long Class I Bike Trail over Department of Water Resources Aqueduct Water Line with landscaping at Trail Heads. Recipient of APWA Project of the Year Award.

Transportation Engineer

2001 – 2006 City of Corona

Managed Transportation division including Transportation Planning, Regional Transportation Coordination, Transportation and Transit Funding and Programming through Riverside County Transportation Commission (Measure A), Western Riverside Council of Governments (TUMF) and CALTRANS. Grant writing for ITS projects, Bicycle Transportation Account, Safe Routes to School, Hazard Elimination System, Community Based Transportation Planning, Office of Traffic Safety, Transportation Enhancement, AQMD/MSRC programs. Managed City's Transit Program.

Project Manager

1999 – 2001 Software Implementation

Managed multiple projects for implementation of Oracle Corporation Enterprise Resource Planning software and the associated consulting services.

Associate Engineer

1996 – 1999 City of Fontana

Implemented and Managed Pavement Management program and Storm Drain and Sewer Capital Improvement Program including Budgeting, Design, Contract Documents and Execution of Construction Projects.

Assistant Engineer II

1994 – 1996 City of Corona

Managed City's NPDES program including Permit negotiations. Acquired Funding and managed FEMA and FHWA funded Emergency Repairs to City-Wide infrastructure damages. Managed Updates to Drainage Master Plan and FEMA Flood Maps.

Resident Engineer / Construction Manager

1993 – 1994 South Corona Developers Consortium

Managed design and construction of Public Works Infrastructure to build \$55 Million master planned streets, water, sewer and storm drain facilities for City of Corona.

Assistant Engineer II

1989 – 1993 City of Corona

Review Development Applications, Recommend Planning Commission Conditions. Formation of Community Facilities and Assessment Districts to raise \$100 Million to build Public Works Infrastructure – Budgeting, Cost Accounting, and Program Management to build Infrastructure. Acquired 40+ Right of Way Acquisition properties, manage infrastructure design and construction.

Branch Manager

1988 – 1989 Pacific Coast Building Products

Managed a Construction Contracting Branch location. Responsible for Branch operations including sales and marketing, budgeting, cost accounting, estimating, project management, field operations. Steadily improved sales and profits.



INTERWEST
CONSULTING
GROUP

www.interwestgrp.com

Division Manager

1985 – 1988

Alpha Group of Companies

Managed a construction contracting company. Responsible for company operations including sales and marketing, accounting, budgeting, cost accounting, estimating, project management and field operations.

Corporate Cost Engineer / Project Manager

1980 – 1985

Sabine Industries / ACMAT Corporation

Designed and Implemented Corporation-wide automated Construction Cost Accounting system for this Construction Contracting multi branch operation corporation. Managed High Rise building Construction contracts. Delivered projects on time and budget with excellent profits.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

EDUCATION

Management Practice for Engineering &
Technical Professionals
University of California, Irvine, 1993

Environmental Compliance
California State University, Fullerton,
2002

Supervisory Program, City of Irvine, 2002

Mike Loving

Associate Engineer III

Mike is a public works professional with nearly 50 years of experience serving municipalities and public agencies including the Cities of Irvine and Huntington Beach, the Los Angeles Harbor Department, and the Los Angeles Department of Water and Power. During this time, Mike has seen to the successful design and execution of many projects as part of a team and in a management role. Most recently, Mike served 10 years as the Water Quality Administrator for the City of Irvine.

PROJECT SPECIFIC EXPERIENCE

Project Manager

2017-Present Interwest Consulting Group

Mike provides project management and construction engineering services to Interwest clients.

Project Manager | Associate Engineer | Senior Engineer | Water Quality Administrator

1985-2012 City of Irvine

During his nearly 30 years with the City of Irvine, Mike held several titles, starting out at a project manager and working his way to Water Quality Administrator.

As a Project Manager, Mike was in charge of the administration of capital improvement projects including streets, bridges, landscaping, traffic signals, storm drains, buildings, and parks. He also provided plan review of street improvement projects and street structural sections for public and private projects. He was the City's project manager for the design/build of the Eastern Transportation Corridor SR 241 and SR 261.

As Water Quality Administrator, Mike acted as the City's representative in meetings with the Orange County NPDES co-permittees, the Santa Ana Regional Water Quality Control Board, the State Water Resources Control Board and in the Newport Bay Management Committee. He also served as an alternate representative in Newport Bay Executive Committee meetings. Mike was responsible for the preparation of the City's annual Report of Waste Discharge to the Santa Ana Regional Water Quality Control Board, as well as the City's annual Local Implementation Plan (LIP). He provided outreach presentations to various groups including the ASCE, BIA, property managers, Rotary, etc. He was also responsible for training and coordination with all City departments to ensure compliance with all stormwater pollution prevention requirements. Trainings included but were not limited to: Water Board audits, General Construction Permit compliance, fixed facilities maintenance, project management and engineering, and code enforcement for existing facilities. Mike also consulted with City Attorney and outside public and private attorneys as necessary on water quality issues pertaining to NPDES Permit issues.

Engineering Assistant

1976-1985 City of Huntington Beach

Mike worked for the City's Public Works Department, providing design and construction of storm drains, sanitary sewers, and flood control channels.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

Engineering Assistant

1970-1978 Los Angeles Harbor Department

In the Department's Lease and Right of Way Section, Mike was responsible for calculating and mapping lease boundaries on all properties leased by the Port, including recalculating shifting property boundaries due to subsidence. During his time here, Mike also worked in the Advance Engineering Planning Section preparing for the Port's expansion providing services including dredging, landfill, and various other infrastructure improvements.

Engineering Technician

1965-1970 Los Angeles Department of Water & Power

In his five years in this position, Mike worked in the Water Operations Division, the Water Engineering Design Division, and the Aqueduct Division. His duties included maintaining records of the L.A. water system; preparing plans for the L.A. domestic water system; and working in the Department's Owens Valley office in Independence, CA as part of the head of the Aqueduct Division's immediate staff.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

EXPERTISE

Program and Project Management
Public Policy Compliance
Budget Preparation
Plan Review

EDUCATION

BS, Civil Engineering, 1985
California State University, San Diego
San Diego, CA

**REGISTRATIONS
CERTIFICATIONS**

Professional Civil Engineer
California | No. C44553

**PROFESSIONAL
AFFILIATIONS**

County Leadership Initiative, 2005
Certified Floodplain Manager, 2011
FEMA Risk MAP Operating Partners, NAFSMA
Representative, 2010-2014
Floodplain Manager Association Conference
Chairman, Anaheim 2013
Pillar, One Water, One Watershed SAWPA, 2013
Floodplain Manager Association Board of
Directors, 2014-2015

Stuart McKibben, PE

CA Registered Civil Professional Engineer

Stuart has over 30 years of experience working for the Riverside County Flood Control and Water Conservation District. He has been part of the District's management team for the last 15 years and has been Chief of three of the engineering divisions. His diverse expertise includes planning, watershed protection, floodplain management and plan review.

PROJECT SPECIFIC EXPERIENCE

Senior Civil Engineer

2018 - Present Interwest Consulting Group

Stuart joined Interwest in 2018 and currently provides engineering services to our Southern California clients.

Riverside County Flood Control and Water Conservation District

2017 - 2018 *Chief of Planning Division*

As Planning Chief, Stuart was responsible for managing and organizing the work of up to twenty five engineering professionals and six engineering consulting firms. This entailed the technical engineering knowledge within the field of hydrology and hydraulics, as well as the usual management skills of prioritization, delegation to supervisors, and setting goals. He regularly met with the various Supervisor Legislative Assistants on land development and Master Plan issues. Read, interpreted and applied the District Act, Clean Water Act, Rules and Regulations for the Administration of Area Drainage Plans, Flood Insurance Regulations, Subdivision Map Act and various County Ordinances. Working in the development arena meant that Stuart developed unique interpretations or creative alternatives to achieve the goals of the various conflicting interests including developers, neighboring properties, public safety, future merchant builders and future homeowners. He prepared reports and letters to communicate quickly and lucidly in public forums, including the Board of Supervisors. Stuart monitored workloads, adjusted staffing levels, retained consultants, and provided staff with the appropriate tools to perform necessary job functions including engineering programs and management software in order to efficiently streamline review processes.

2015 - 2017 *Chief of Watershed Protection*

Stuart was responsible for directing a comprehensive program to protect beneficial uses in lakes, rivers, and streams, and to comply with the MS4 permits for the three watersheds in Riverside County. The District is the principal permittee for the permits, and the cities and county are co-permittees. He manage a staff of eighteen who assisted and advised on many technical issues. Stuart effectively staffed a water conservation section to develop and advance stormwater recharge projects and to foster cooperation with water districts and other agencies. Stuart oversaw the preparation of the Proposition 84 grant from DWR, where the District was awarded \$5 million in funding for two recharge projects that developed in partnership with local water districts.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

2010 - 2015 Chief of Regulatory Division

As the Regulatory Chief, Stuart held two distinctly separate functions that required management of time and resources. The first function was to direct the District's compliance with Federal, State and local environmental laws; the other was to assist the County in its compliance with the National Flood Insurance Program. Stuart effectively managed 13 staff members. The Regulatory Division is directly impacted by national and state programs and their legal structure. As the District participated in several national and state organizations like NAFSMA, ASFPM, CSAC and CEAC, opportunities were available for Stuart to contribute to policy discussions which ranged from writing comments on proposed federal Clean Water Act regulations to contributing to the Flood Control element for the State Water Plan. He was also able to work to improve the County's Community Ratings System flood rating with FEMA which resulted in a 15% reduction in resident's flood insurance policy premiums.

2003 - 2010 Chief of Planning Division

Directed the scheduling and development of Master Drainage Plans, made key decisions regarding engineering judgment and evaluated alternatives for MDP preparation and compliance with Federal, State and local environmental requirements. Prepared the Planning Division budget and participated in the development of construction budgets and the Capital Improvement Plan. Directed the plan check and development review staff and the preparation of engineering services, consulting and Joint Community Facility agreements. Directed the recruitment process of all engineers for the District and developed the recruiting process to obtain high quality professionals for.

1996 - 2003 Senior Engineer

Stuart supervised Development Review staff to review drawings, plans and reports for drainage improvements and coordination with other sections of the District including Right of Way, Project Planning, Administration Services and Contract Administration to implement the plans. Recommended conditions of approval for developer projects and represented the District at Planning Commission.

1985 - 1996 Junior, Assistant and Associate Engineer

Stuart performed various engineering tasks with increasing levels of independence including performing hydrologic and hydraulic calculations, preparation of design drawings and specifications, preparation of conditions of approval for new residential development, obtaining environmental permits and preparation of CEQA documents.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

EDUCATION

Operating Engineers Survey Curriculum
Riverside Community College

**REGISTRATIONS
CERTIFICATIONS**

Professional Land Surveyor
State of California
No. 4619

Professional Land Surveyor
State of Arizona
No. 37016

Professional Land Surveyor
State of Nevada
No. 12204

**PROFESSIONAL
AFFILIATIONS**

California Land Surveyors Association
Nevada Association of Land Surveyors

**ADDITIONAL
EXPERIENCE**

Professional Land Surveyor,
1972 – 1978
Riverside County Survey Department

Gary Neal, PLS

Professional Land Surveyor | Map Checker

Gary brings 40 years of land surveying experience in the engineering field in both the public and private sectors. He has supervised, managed and directed the field and office survey department operations while providing field survey and map plan-checking services for a variety of clients.

His extensive background and knowledge combined with his strong leadership, organization style, and effective communication skills results in thorough and complete map reviews. He works seamlessly within all environments developing solid partnerships with staff, developers, and the public to achieve the goals of the clients.

PROJECT SPECIFIC EXPERIENCE

Land Surveyor | Map Checker

2012 – Present Interwest Consulting Group

Review tentative tract and parcel maps, site plans, and other submittals for developments and make recommendations as to engineering matters for public agency clients.

Land Surveyor | Map Checker

2008 – 2012 Norris-Rupke | Winzler & Kelly | GHD Consulting

Performed QA-QC plan checking services for public agency clients; reviewed legal descriptions, subdivision and parcel maps, record of survey maps for recording purposes, also provided field surveys and map plan-checking services.

Mapping & Survey Manager

2002 – 2008 RBF Consulting

Responsible for supervising the overall operations of the mapping department to ensure the firm's private developer client mapping needs were met and the required final maps recorded for the purpose of creating legal lots for sale.

Survey Manager

1998 – 2002 VPOINT Consulting

Warren directed the field survey operations for a private consulting firm. Projects included; single-family subdivisions, shopping centers, commercial and industrial centers. Field work included; boundary surveys, design surveys, aerial and topography surveys, construction surveying, ACSM/ALTA Land Title Surveys.

Mapping Manager

1994 – 1998 SEA Consulting

Responsible for supervising the overall operations of the mapping department to ensure the firm's private developer client mappings needs were met.

Survey Manager

1983 – 1994 LA Wainscott & Associates

Performed and managed survey tasks from preliminary design, construction, and staking through final subdivision mapping. Projects included single-family subdivisions, commercial projects, industrial projects and shopping centers.

Survey Party Chief

1978 – 1983 Akers & Musser Land Surveying

Performed the boundary surveys of the properties, and then set the property corner monuments at the parcel lot corners after the Parcel Maps were recorded.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

E D U C A T I O N

Masters of Science
Civil Engineering
Brigham Young University
1982

Bachelors of Science
Civil Engineering
Brigham Young University
1978

MBA, Rushmore University,
North Dakota, 2001-2003

R E G I S T R A T I O N S C E R T I F I C A T I O N S

CA Registered Professional Civil Engineer
C 39425

CA Registered Professional Land Surveyor
L 6881

P R O F E S S I O N A L A F F I L I A T I O N S

City and County Engineers Association
Institute of Traffic Engineers
American Public Works Association
American Society of Civil Engineers
Floodplain Management Association

Craig Bradshaw, PE, PLS

CA Registered Professional Civil Engineer

CA Registered Professional Land Surveyor

Craig has over 35 years of experience in the municipal engineering and land development industry. He's worked on a variety of high profile projects and has in-depth experience in capital improvement programs, program management, development, and implementation. Craig is one of the few professional engineers that also has a professional land surveying license. This combination is important in resolving issues surround property rights, understanding legal descriptions and the various options to developing land. Craig was responsible for all aspects of development review and conditioning of projects over much of his municipal career. Craig has worked on major road widening projects and been responsible for acquiring over 120 parcels and temporary construction easements through his career working closely with legal council. Craig has also worked in the past with a number of small and large developers, including Centex, Tolkin Group, Olsen Company, Lewis Group, KB Homes, Goodman, First Industrial and others. Craig values community, forming close relationships with clients and encouraging communication between all parties. In addition to years of being active in professional industry groups, he has also been active in community service groups, having served several terms on the Transportation Commission, Utility Commission and Solid Waste Advisory Board for the City of Rialto.

P R O J E C T S P E C I F I C E X P E R I E N C E

Engineering Consultant

2015 – Present Interwest Consulting Group

As an engineering consultant, Craig is responsible for development land use application reviews, engineering plan checks, WQMP approvals, hydrology and hydraulic analysis approvals, and legal descriptions and subdivision map reviews. Craig also prepares requests for proposals, prepares budgets, responsible for capital improvement program budgets and implementation. Craig also supervises and mentors engineering and public works staff and assists in resolving design questions and field concerns.

President

2013 – 2014 CASTL, Inc. | CA

Craig provided Professional Civil Engineering and Land Surveying services to residential development clients.

City Engineer / City Traffic Engineer

1994 – 2013 City of Claremont | CA

As city engineer, Craig was responsible for city's Traffic and Transportation Commission; right of way acquisition; capital improvement program; public right of way maintenance; Engineering Division; and subdivision of land. He prepared the city's five-year capital improvement program and budget and was responsible for capital projects; review of environmental documents; traffic impact studies; land acquisition; technical review and approval of all legal descriptions and subdivision maps. His duties also included flood prevention. He was member of Gold Line technical committee and value engineering team and the six basin groundwater adjudication team.



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

Claremont Colleges is a group of 7 private colleges in the City of Claremont. Craig worked with many of the colleges updating their master plans and working through the development review and plan approval process for over 50 major projects. He worked closely with the Claremont Colleges on the acquisition of 1220 acres of city open space in exchange for a fully entitled residential project known as Stone Canyon. In addition, to obtaining the open space a series of 5 detention basins were required to prevent flooding of north Claremont. Craig worked closely with the developer (Centex Homes) to build the detention basins and develop the site. FEMA later remapped the flood zoning at the city's request. One of the many high profile projects involved the Village expansion infrastructure project that greatly enlarged the Claremont Village downtown area.

Associate Civil Engineer

1988 – 1994 City of Claremont | CA

His duties included the preparation of engineering plans and specifications for various capital improvement projects, making him familiar with the permitting process for the Air Quality Management District (AQMD), the Water Quality Board, the Los Angeles County Sanitation District, and the State Department of Transportation (Caltrans). Craig implemented the National Pollutant Discharge Elimination System (NPDES) program and was responsible for pavement management program development, implementation, and budget recommendations. He also performed fee analysis, prepared staff reports, and made City Council presentations.

Civil Engineer

1982 – 1988 Bechtel Power Corporation | CA

Craig was responsible for site selection analysis, structure analysis and construction of major structures.

SECTION 4

Proposal Costs

As specified in the RFP, Interwest has provided the Proposal Costs section as a separate PDF upload, with proposed hourly rates in the Exhibit B table.

We acknowledge and accept the City's Pricing Terms and Conditions as detailed in Exhibit B.II.

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

SECTION 5

Response Template

Following this page, we have included a completed and signed version of **RFP Attachment A: Required Response Template**.

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Attachment A: Required Response Template

Interwest Consulting Group, Inc.

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. *Your company's full legal name, address, phone, fax, email, website.*

Interwest Consulting Group, Inc.
 431 S. Palm Canyon Drive, Suite 200
 Palm Springs, CA 92262
 760.417.4329 Phone/Fax
 Email: jross@interwestgrp.com
 Website: www.interwestgrp.com

- B. *Prior company names (if any) and years in business; mergers, buyouts, etc.*

- No prior company names
- In business since 2002
- Acquired Vernon Brown & Associates (2012)
- Acquired Naffa International, Inc. (2012)
- Acquired Tri Lake Consultants (2018)

- C. *Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).*

Interwest Consulting Group, Inc. (Interwest) was incorporated in 2002 in the State of Colorado. The company is licensed to conduct business in California.

- D. *Names and titles of the principal owner(s).*

Interwest's ownership is 85% by Terry Rodrigue, President, Secretary and Chief Executive Officer, and 15% by an Employee Stock Ownership Program (ESOP).

- E. *Person(s) authorized to make commitments for your company.*

The following Company Officers are authorized to make commitments for Interwest Consulting Group, Inc.:

- Terry Rodrigue, President, Secretary and Chief Executive Officer
- Deborah Thorson, Chief Financial Officer
- Michael Kashiwagi, Chief Operations Officer
- James G. Ross, Public Works Group Leader
- Ron Beehler, Director, Building Safety Services

F. *Company history, experience, years in business for current company name.*

The seamless integration of municipal service professionals in support of public agencies has been our purpose since Interwest Consulting Group formed in 2002. Interwest was founded by individuals with a passion for serving municipalities. We currently employ more than 400 employees spanning a multitude of disciplines within public works and building and safety departments throughout California. We currently serve over 100 cities, counties and state agencies.

Our staff has held senior and executive management positions within numerous California cities including the titles of City Engineer, Public Works Director, Traffic Engineer and other well-seasoned management personnel. This depth of experience brings a high level of expertise and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

Interwest has provided business under the current company name for 17 years.

G. *Annual company revenues for the last three fiscal years.*

- FY2015: \$31.1 million
- FY2016: \$35.5 million
- FY2017: \$40.8 million

Calculations for FY2018 have not been finalized; estimate is \$49.0 million.

H. *Tax ID number.*

73-1630909

I. *The complete scope of services offered by your company.*

We provide the following services to cities/counties:

- Municipal Engineering
- Construction Management & Inspection
- Traffic Engineering
- Building Safety
- Geographic Information Systems (GIS)
- Information Technology (IT)
- City Planning

J. *The number of clients (including governmental) served in past and present.*

Interwest provided services to 313 clients during the 12-month period from 12/01/2017 through 11/30/2018. Since our founding in 2002, Interwest has served 861 separate clients.

K. *Special qualifications, training, credentials, recognition, or awards.*

Interwest is an independent, impartial service provider. We do not offer design services, therefore avoiding any potential conflicts of interest that could occur with firms engaging in both review and design services.

Our highly trained and experienced staff are appropriately credentialed to deliver the specific services they provide. Each of the Engineers we propose are licensed to provide services in California.

Some recent Company awards:

- Interwest was recognized by the Northern California Chapter of the Construction Management Association of America (CMAA) with a 2017 Project Achievement Award for management of the Town of Atherton – Marsh Road Channel Repair Project.
- Interwest was the 2017-2018 winner of the California Building Officials (CALBO) Industry Achievement Award. Each year, CALBO recognizes significant contributors to the building and safety profession. The CALBO award noted our staff's innovations, facilitation of training and education, philanthropy and overall dedication to promoting safe building standards.

L. *Contracts terminated for cause, pending litigation or legal issues.*

Interwest has not had any contracts terminated for cause. We have no pending litigation or legal issues.

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

A. *Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.*

The key management personnel proposed for this engagement to the City of Moreno Valley are:

- **James G. Ross**, Principal-in-Charge

James has supported municipalities and public agencies at an executive management level for more than 35 years, specializing in Public Works and Water Departments. His experience includes successfully managing staffs of 400+ and Capital Improvement Program budgets of approximately \$200 million. He has served on the Board of Directors and has been President of the Public Works Institute for the League of California Cities.

- **Chris A. Vogt**, Project Manager

Chris has more than 35 years of successful planning, implementing, and administering public works projects and programs. He brings a solid history of successful management with over 23 years as a Public Works Director/City Engineer. He has managed an operational budget over \$39 million and a comprehensive Capital Improvement Program in excess of \$1.6 billion. Chris has served as the Project Manager for many City Projects including four Municipal Design/Build construction projects. Prior to joining Interwest, Chris was the first Public Works Director/City Engineer for the City of Chino Hills, and also held the Public Works Director/City Engineer for the Cities of La Quinta, Pomona, and Moreno Valley.

B. *Team to be assigned for these services.*

We propose the following team to provide these services:

- James G. Ross
- Chris A. Vogt, PE
- Jack Istik, PE

- Kamran Saber, PE, QSD/QSP
- Emily Stadnik
- William Hemsley, PE
- Steve Kooyman, PE
- Viren Shah, PE
- Mike Loving
- Stuart McKibben, PE
- Gary Neal, PLS
- Craig Bradshaw, PE, PLS

C. *Qualifications of specific individuals who will work on the project.*

James G. Ross

James earned a Masters in Public Administration and a B.S. in Civil Engineering from California State University, Long Beach. He has supported municipalities and public agencies at an executive management level for the past 35 years, specializing in Public Works and Water Departments.

Chris A. Vogt, PE

Chris is a CA Registered Civil Engineer (#44250), with a B.S. in Civil Engineering from the University of Pittsburgh. Chris has more than 35 years of successful management, planning, implementing, and administering public works projects and programs. Chris served the City of Moreno Valley as Director of Public Works and City Engineer from 2006 through 2011.

Jack Istik, PE

Jack is a CA Registered Civil Engineer (#26558), with a B.S. in Civil Engineering from the University of Southern California. He has more than 35 years of experience in engineering design, plan checking, contract administration, supervision of professional, inspection and administrative staff and client relations for preparation of street, storm drain, grading, street resurfacing, sewer, roadway landscape and park plans.

Kamran Saber, PE, QSD/QSP

Kamran is a CA Registered Civil Engineer (#47567) and a Qualified SWPPP Developer/Practitioner (QSD/QSP), with an M.S. in Civil Engineering from California State University, Sacramento, and a B.S. in Civil Engineering from Polytechnic Tehran. He has more than 28 years of experience in the design and management of major multi-disciplinary public works projects, with extensive expertise in federally and state funded projects, managing over 100 federally funded projects.

Emily Stadnik

Emily earned a Masters in Public Administration from California State University, San Bernardino, with a concentration in business administration fundamentals and advanced technologies. She has a B.S. in Civil Engineering from Cal Poly Pomona, with an emphasis in transportation design and Geographical Information Systems (GIS). She has more than 14 years of experience performing a variety of municipal engineering duties for local government and public utilities

William Hemsley, PE

William is a CA Registered Civil Engineer (#56600), and has an M.S. in Civil Engineering from the University of California, Berkeley, and a B.S. in Civil Engineering (Environmental) from Cal Poly Pomona. He is a highly knowledgeable engineer with more than 20 years of experience, during which he has overseen numerous construction projects and public works assignments.

Steve Kooyman, PE

Steve is a CA Registered Civil Engineer (#55757), with a B.S. in Civil Engineering from California State University, Chico. He has more than 25 years of civil engineering experience, serving as the Public Works Director and City Engineer for the City of Rancho Santa Margarita.

Viren Shah, PE

Viren is a CA Registered Civil Engineer (#52790), with an M.S. in Engineering, Construction Management from the University of Texas at Austin, and a B.S. in Civil Engineering from the University of Bombay, India. He has decades of expertise providing administration, management, plan checking, and engineering services on Capital Improvement and Land Development Projects.

Mike Loving

Mike is a public works professional with nearly 50 years of experience serving municipalities and public agencies, including the Cities of Irvine and Huntington Beach, the Los Angeles Harbor Department, and the Los Angeles Department of Water and Power.

Stuart McKibben, PE

Stuart is a CA Registered Civil Engineer (#44553), with a B.S. in Civil Engineering from California State University, San Diego. He has more than 30 years of experience working for the Riverside County Flood Control and Water Conservation District. Stuart has been part of the District's management team for the last 15 years and has been Chief of three of the engineering divisions.

Gary Neal, PLS

Gary is a CA Registered Professional Land Surveyor (#4619) who brings 40 years of land surveying experience in the engineering field in both the public and private sectors. He has supervised, managed and directed the field and office survey department operations while providing field survey and map plan-checking services for a variety of clients to include reviewing plats and descriptions and lot line adjustments from private developers. Gary has been a Land Surveyor, Map Checker and Survey/Mapping Manager.

Craig Bradshaw, PE, PLS

Craig is a CA Registered Professional Civil Engineer (#39425) and a CA Registered Professional Land Surveyor (#6881), with a Masters in Business Administration from Rushmore University (North Dakota), and an M.S. in Civil Engineering and a B.S. in Civil Engineering from Brigham Young University. He has more than 35 years of experience in the municipal engineering and land development industry, working on a variety of high profile projects with in-depth experience in capital improvement programs, program management, development, and implementation.

D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.

The key personnel we propose will be available to provide services as needed, based on the scope of the projects requested by the City of Moreno Valley. Principal-in-Charge James G. Ross, Interwest's Public Works Group Leader, is responsible for personnel assignments.

E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

Resumes for all team members have been provided at the end of **Section 3: Professional Team Assignments**.

F. Current number of employees: full-time and part-time employees.

- Full-time employees: 286
- Part-time employees: 107

G. Annual turnover rate of staff.

Turnover Rate for Year	Employee Count	Terminated	Turnover Rate
Total Employees as of 1/1/2018	361	56	15.51%
Total New Hires in 2018	107	10	9.35%
Totals for 2018	468	66	14.10%

H. Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.

Interwest does not propose to use any subconsultants to provide the requested services. Should the services of a subconsultant be required for a specific project, we will work directly with the City to identify such a firm. No work will be performed by any subcontractor prior to receiving written approval from the City.

I. Facilities that would be utilized to perform the required work.

When not providing services on-site at the City's offices or project sites, the primary Interwest office that will be used to provide services to the City is our Palm Springs office (431 S. Palm Canyon Drive, Suite 200, Palm Springs, CA 92262). Interwest also has offices in Perris (24 S. D Street, Suite 100, Perris, CA 92570) and Ontario (1500 S. Haven Avenue, Suite 220, Ontario, CA 91761).

J. Equipment that would be utilized to perform the required work.

Interwest project staff will be responsible to provide all equipment required to perform the Engineering Plan Check Services proposed.

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

A. Ability to perform specific tasks as outlined in the RFP.

Interwest is able to provide plan checking services for all improvement plans related to private development (excluding building and related plans), including of a variety of street improvement plans (widening, rehabilitation, and new); grading plans (mass grading, rough grading and precise grading); parcel/final maps; dedications,

easements, vacations, quitclaims and parcel mergers; lot line adjustments; storm drainage plans; Hydrology and Hydraulic calculations and reports; Engineer's reports; and storm water pollution prevention plans and Water Quality Management Plans (WQMP, NPDES, MS4); as well as a variety of other types of construction improvement plans, erosion and sediment control plans, sewer improvement plans, traffic signal improvement plans, and on-site improvement (grading and paving) plans. In addition to individual plan check review, we are able to provide independent review of technical studies and reports (including sewer studies, traffic studies, geotechnical reports, storm-water pollution prevention/NPDES plans, and water quality management plans) and render appropriate review of the analysis and proposed mitigation.

B. Reasonableness of your fee to do the work.

As a service provider to municipalities, Interwest understands that citizens ultimately pay for the services we provide. We are determined to provide quality services at a reasonable cost. We regularly monitor our overhead and other business expenses to keep our charged costs as low as possible. As a current service provider to the City of Moreno Valley, the City knows the value of the services we provide.

C. Current resources to meet or better all task and timeline requirements herein.

Interwest has the current resources to meet or exceed the City's anticipated timelines for the proposed tasks. Our proposed key personnel have been selected to provide adequate coverage for all anticipated scope tasks.

D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

We have assembled and proposed a diverse and capable project team, based on our analysis of the City's RFP. We do not anticipate a need for additional resources, but stand prepared to provide them, should the situation require it.

E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

With nearly 400 employees, Interwest has a deep bench of qualified and experienced local staff, in a range of diverse disciplines in addition to Engineering services. As a dedicated service provider to California municipalities, Interwest is prepared to respond to client needs quickly and comprehensively. Upon consulting with the City regarding additional work required, we would be prepared to provide individual consultants or assemble a complete project team, based on the City's needs and anticipated timeframe.

F. How quickly can you begin providing services if awarded the contract?

Should we be awarded the contract, Interwest is prepared to begin providing services immediately, in consultation with the City regarding specific project scopes.

G. Details of any improvement or upgrades your firm has designed or implemented.

We consider "improvements and upgrades" to be both internal and external. Internal improvements and updates (within Interwest) are constantly being implemented and honed, as our professional consultants adapt their skills through experience with specific projects and clients. External improvements and updates (those recommended to clients) involve the many opportunities our consultant staff have to identify, recommend and implement process improvements for clients. However, we

recognize that our clients are the final arbiters of how their services are best provided, and we would never insist on any "improvement" that was not recognized to be beneficial by our clients.

IV. Demonstrated and Technical Experience

Please describe your company's:

A. *Demonstrated record of success on work previously performed.*

Interwest staff have provided services similar or identical to those requested in the RFP to literally hundreds of California cities over the past 17 years. During that time, we have had many clients extend both the term and compensation for our services. None of our contracts have been terminated for cause.

Interwest staff have provided Construction Management and Peer Review Plan Check Services to the City since March 2016. The contract term has already been extended three (3) times. We have also provided Construction Inspection Services to the City since March 2018, and this contract was amended in July 2018 to triple the amount of total compensation.

B. *Specific method and techniques to be employed on the project or problem.*

Services provided by Interwest staff will included, but not be limited to the following:

- Provide plan reviews for final maps, improvement and landscape plans, including evaluation of required reports, studies, grading and improvement plans, and design professional's recommendations.
- Visit sites to determine field conditions are consistent with plans submitted.
- Obtain and cross-check all Conditions of Approvals and applicable standards, resolutions, and ordinances to ensure they are reflected either in the design plans or General Notes.

Each plan review will be accompanied with a letter summarizing the red-line comments, addressed directly to the applicant's engineer or landscape architect, with a copy to City staff and the applicant.

The Project Manager will meet with the Design Professional and City staff to review comments or to delineate the standards which are not being met to assist in the timely completion of the review and meeting the maximum goal of two plan reviews.

Engineering review of grading permit/applications is highly dependent upon the complexity and location of the proposed grading. A single lot entitled commercial grading permit application will be reviewed differently from a hillside lot or subdivision, or a project adjacent to a drainage corridor.

Soils reports will be evaluated, and confirmation of recommendations will be included on the plans. Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns.

Construction erosion control and post construction water quality control will be reviewed for compliance with the storm water quality management permit in effect for the City.

Map checking will be overseen by professional engineer's licensed to practice land surveying in the State of California or by licensed Land Surveyors.

V. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

A. *How you will schedule professional and staff to ensure milestones and deadlines are met?*

At the start of any engagement, Interwest project management staff arranges to meet with City project management staff to discuss and schedule project milestones and deliverable deadlines, including required levels of staffing for each discrete project. Our business is the provision of professional services to municipal clients. We are fully versed in the importance of project scheduling and ongoing communication between the Interwest and City project teams.

B. *Provide required response time to the urgent service requests.*

Upon receipt of an urgent service request, Interwest project management will determine the proper level of response required and communicate directly with Interwest team members to ensure timely response. Interwest project management will then follow up with City project management to ensure that response times are acceptable, understood and achievable.

C. *How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.*

We anticipate some level of unforeseen scheduling variations during the course of any project. To the degree that these are minor, our staff can easily make up for the delay in the normal course of business. If any extended interruptions cause work-hours to be lost and result in significant backlog, Interwest project management will communicate directly with City project management to develop a revised work schedule and modify Interwest staffing as needed to address the backlog and delay proactively.

D. *Provide any other relevant information that you believe would benefit City for the requested services.*

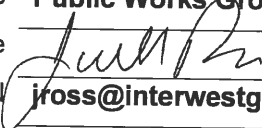
n/a

Submitted by:

Company Name **Interwest Consulting Group, Inc.**

Contact Name **James G. Ross**

Title **Public Works Group Leader**

Signature 

Email **jross@interwestgrp.com**

Phone **714.975.9048**

Date **02/07/2019**

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

SECTION 6

Required Forms and Samples

Following this page, we have included the following:

- Special Provisions Form
- Client Reference List
- Non-Collusion Affidavit

Attachment B: Special Provisions

All items below apply to this bid proposal:

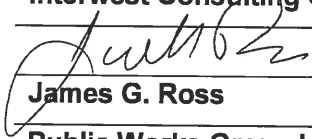
Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM: **Interwest Consulting Group, Inc.**

SIGNATURE: _____


PRINT NAME: **James G. Ross**

TITLE: **Public Works Group Leader**

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- No exceptions taken
- _____ Exception taken to the scope of work or specifications
- _____ Exception taken to indemnification and insurance requirements
- _____ Exception to proposed contract language
- _____ Other

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Please explain any of the checked items:

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: Interwest Consulting Group, Inc. DATE: 02/07/2019

BUSINESS ADDRESS: 431 S. Palm Canyon Drive, Suite 200, Palm Springs, CA 92262

SIGNATURE OF REPRESENTATIVE: 

BY: James G. Ross TITLE: Public Works Group Leader

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

<u>President and Secretary: Terry Rodrigue</u>	<u>P.O. Box 18330, Boulder, CO 80308</u>
_____	_____
_____	_____
_____	_____

(CONTINUED ON NEXT PAGE)

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Attachment C: Client References
Interwest Consulting Group, Inc.

(Bidder's Company Name)

1. Client's Company Name:	City of Wildomar
Client Address:	23873 Clinton Keith Rd., Suite 201 Wildomar, CA 92595
Contact's Name:	<i>Gary Nordquist</i>
Contact's Title:	City Manager
Contact's Telephone & FAX:	951.677.7751
Contact's Email:	gnordquist@cityofwildomar.org
Scope of Services/Products Provided:	City Engineering; Development Engineering and Entitlements; Civil Engineering Plan Checking; Transportation Planning; Public Works Inspection; Traffic Engineering Services; Building Department Administration; Building and Safety Code Compliance; Building Plan Review and Inspections; Code Enforcement Drainage Engineering; Geographic Information Systems; Information Technology; Real Estate Acquisitions Services; Grant Writing Services
Project Completion Date & Value:	2008-Present; total value approx. \$21.7 million
2. Client's Company Name:	City of La Quinta
Client Address:	78-495 Calle Tampico La Quinta, CA 92253
Contact's Name:	Bryan McKinney
Contact's Title:	Principal Engineer, Design and Development Department
Contact's Telephone & FAX:	760.777.7045
Contact's Email:	bmckinney@la-quinta.org
Scope of Services/Products Provided:	Engineering Plan Review; Permit Technician Services; Building Plan Review and Inspection Services
Project Completion Date & Value:	2014-Present; total value approx. \$119,000
3. Client's Company Name:	County of Riverside
Client Address:	4080 Lemon Street Riverside, CA 92501
Contact's Name:	Charles De Chambeau
Contact's Title:	Permit Engineer
Contact's Telephone & FAX:	951.955.2036
Contact's Email:	CDeChamb@rivco.org
Scope of Services/Products Provided:	Public Works Plan Review; Building Plan Review; Building Inspection
Project Completion Date & Value:	2015-Present; total value ~approx. \$2.4 million

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

4. Client's Company Name:	City of Eastvale
Client Address:	12363 Limonite Ave, Suite 910 Eastvale, CA 91752
Contact's Name:	Michele Nissen
Contact's Title:	Assistant City Manager, City of Corona <i>(was Eastvale City Manager)</i>
Contact's Telephone & FAX:	951.736.2371
Contact's Email:	michele.nissen@coronaca.gov
Scope of Services/Products Provided:	City Engineering; Project/Program Management; Construction Management Public Works Inspection; Engineering Support Services Plan Checking Services; Building Department Administration; Building Plan Review, Inspections and Permit Counter; Building and Safety Code Compliance; NPDES – Storm Water Compliance Support Services; Grant Writing and Administration Services; Development Engineering and Entitlements; Transportation Planning; Traffic Engineering Services; Drainage Engineering; Geographic Information Systems; Real Estate Acquisitions Services
Project Completion Date & Value:	2010-Present; total value approx. \$19.5 million

Duplicate this form as necessary to complete list.

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Attachment D: 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)

James G. Ross, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is Public Works Group Leader of
(title of the person signing this form)

Interwest Consulting Group, 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: James G. Ross
(name of the person signing this form)

Title: Public Works Group Leader
(title of the person signing this form)

Notary is required for this bid.

See attached.

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

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)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

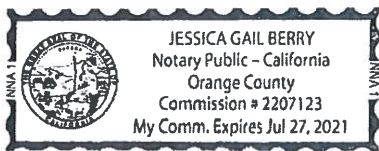
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Orange

Subscribed and sworn to (or affirmed) before me
 on this 06 day of February, 2019,
 by James G. Ross
 (1) _____

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.



Place Notary Seal Above

Signature Jessica G. Berry
 Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit Document Date: N/A

Number of Pages: 1 Signer(s) Other Than Named Above: N/A

SECTION 7

Work Samples

Following this page, we have included samples of a residential plan check compliance review of the Rough Grading Plan, Hydrology Report and WQMP performed for the City of La Quinta, and a current ongoing support and services agreement for construction management and peer check plan review services to the City of Moreno Valley.

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH



August 25, 2016

City of La Quinta – FIRST REVIEW

Swenson Residence
 Permit No: BGR-15-0023
 Project No. 15-0044



Re:Plan Review: Rough Grading Plan, WQMP Report, and Hydrology Report
Address: 77210 Loma Vista, La Quinta, CA 92253

Interwest Consulting Group has completed the **FIRST** compliance review of the Rough Grading Plan, Hydrology Report and the WQMP. The following documents were submitted:

1. Drawings:
 - a. One (1) copy of the Rough Grading Plan
 - b. One (1) copy Hydrology Report
 - c. One (1) copy of the WQMP

2. Reference Material also submitted:

This section left blank.

Plan review comments follow on the attached list.

Please submit an itemized response letter and **two (2) sets of complete and revised** documents with all revisions directly to Amy Yu, Associate Engineer, City of La Quinta, 78495 Calle Tampico, La Quinta, California 92253.

Sincerely,

INTERWEST CONSULTING GROUP

Jack G. Istik, PE,
 Municipal Services

Swenson Residence
77210 Loma Vista
August 25, 2016

Interwest - FIRST REVIEW

Page 2 of 4

GENERAL COMMENTS:

- G1: All Rough Grading Plan sheets should be wet-signed by the Civil Engineer of Record along with his/her license number and expiration date.
- G2: Please respond in writing to each plan review comment by legibly marking the attached comment list or creating a separate response letter. Indicate which details, specifications, or calculations show the requested information. Your complete and clear responses will expedite the recheck and possible approval of this project.

ROUGH GRADING PLAN:

Sheet 1

RG1: Add the following City notes:

1. City approval must be obtained for any modifications or revisions to these plans. Deviations not identified on these plans may not be approved by the City.
2. All grading and drainage shall be designed in accordance with the Conditions of Approval for this project.
3. All grading shall conform to the California Building Code, Ordinance 457, and all other relevant laws, rules, and regulations governing grading in the City of La Quinta. Prior to commencing any grading which includes 50 or more cubic yards, the applicant shall obtain a grading permit from the Engineering Department.
4. All necessary measures to control dust shall be implemented during grading to the satisfaction of the City Engineer.
5. All necessary measures to control stormwater and non-stormwater discharges from the project site shall be implemented during grading and construction activities to the satisfaction of the City Engineer.
6. Grading and drainage details must be submitted with these plans and must receive City approval prior to construction.
7. Prior to the issuance of a building permit for the accessory structure on Lot 8, a current rough grade certification shall be provided. The pad certification must be signed and stamped by a licensed professional engineer.
8. All slope setbacks are per Chapter 18 and Appendix Chapter 33 of the UBC.

RG2: Address the additional grading notes attached to the redlined plans .

RG3: Show on the index map the inlet locations, surface storm flow arrows, Q10 and Q100 at inlets, and retention basin.

RG4: Provide written approval from IID and CVWD for proposed rockfall protection wall within IID and CVWD easements as required by Conditions of Approval No 13.

RG5: Demonstrate compliance with Condition of Approval No. 15; the rockfall and retaining walls shall be designed in compliance with Earth Systems Southwest recommendations.

RG6: Revise Timothy R. Jonasson's title to read City Engineer. This comment applies to all sheets.

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Swenson Residence
77210 Loma Vista
August 25, 2016

Interwest - FIRST REVIEW

Page 3 of 4

- RG7: Revise the Signature block to read Burt Hanada, Building Official. This comment applies to all sheets.
- RG8: Revise the Signature block to read Gabriel Perez, Planning Manager. This comment applies to all sheets.
- RG9: Show earthwork volumes, shrinkage, subsidence, import, etc on Sheet 1.
- RG10: Show quantities for all construction items on Sheet 1.

Sheet 2

- RG11: Show the limits of the emergency overflow system.
- RG12: Show the top of pipe elevation for the existing 60" culverts.
- RG13: Callout Existing 2-60 inch pipes and callout Protect in Place.
- RG14: City calls for slopes no steeper than 2:1. The plan shows 1:1 cut slopes.
- RG15: Top of slope berm need to be provided.
- RG16: Either provide a splash wall or widen the proposed 24" top of slope berm.

Sheet 3

- RG17: Show pad draining to the proposed inlet to the 12" pipe rather than down the driveway as currently shown.
- RG18: Callout a top of slope berm.
- RG19: Show FS on each side of the proposed retaining walls at each angle point and at the ends of each retaining wall.
- RG20: Provide an erosion control plan.
- RG21: Continue the swales to drain to the existing 2-60" culverts and not to the 48" underground storage system.

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Swenson Residence
77210 Loma Vista
August 25, 2016

Interwest - FIRST REVIEW

Page 4 of 4

Sheet 4

- RG22: The minimum setback requirement for the proposed 48" HDPE underground storage system is 30 ft. The location needs to be adjusted.
- RG23: Size this underground storage system to insure that the post development storm flow does not exceed the existing storm flow.
- RG24: Show FL elevation to show the pad area draining to the proposed inlet.
- RG25: Show limit of grade to drain. It appears that this "grade to drain" area directs flows away from existing 60" culverts . This needs to be corrected. This area in general is difficult to decipher. Perhaps a detail of this area is needed to assist in the construction and inspection of this project.
- RG26: The 12" HDPE needs to be sized to handle debris flow from the hillside. The size of this pipe needs to be increased.

HYDROLOGY REPORT COMMENTS:

- HR1: For the pipe draining the natural hillside, use a bulking factor per the RCFCD. You may need to increase the size of the proposed 12" HDPE.
- HR2: Show entire drainage area boundary as shown on the sheet attached to Hydrology Map.
- HR3: The calculations look eccentrically good with the exception of the bulking factor for debris coming off the natural hillside and calculations to show the post development storm flows do not exceed the existing storm flows.
- HR4: Redo calculations to show that all natural drainage drain to the 2-60 inch pipe culverts and not to the underground storage facility.

WQMP COMMENTS:

- WQMP1: Project Owners Acknowledgement needs to be signed by the owners and notarized.
- WQMP2: Project pre and post Percentage of Pervious Area need to be shown.
- WQMP3: Provide calculation to show that the underground storage pipe will drain in 72 hours.
- WQMP4: Complete the appendix sections. Three additional sections need to be added.

Please contact Jack Istik, PE, at jistik@interwestgrp.com or (909) 816-3592 with any questions.

[END]

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

**ON-CALL AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES FOR CONSTRUCTION MANAGEMENT AND PEER REVIEW
PLAN CHECK SERVICES**

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

RECITALS

WHEREAS, the City has determined it is in the public interest to pre-qualify consultants for potential future and yet to be determined work hereinafter described as "Projects"; and

WHEREAS, the City has determined the Projects 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 Projects; and

WHEREAS, the City has requested the Consultant to perform such services for the Projects on an on-call basis; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Projects, 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
ON-CALL CONSULTANT SERVICES**

DESCRIPTION OF PROJECT

1. The projects are described as professional consultant services.

SCOPE OF SERVICES

2. The Consultant's scope of service is for Construction Management & Peer Review Plan Check Services and further type of work discipline described in detail on Exhibit A and 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. A separate and specific scope of services shall be provided for each individual project requested to be performed by Consultant along with a separate agreement ("Project Specific Agreement") shall be executed.

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

PAYMENT TERMS

4. There shall be no payment due under this on-call agreement as described in Exhibit D. For each project requested by the City, a separate agreement ("Project Specific Agreement") shall be executed specifying a rate for the services provided and a "not-to-exceed" fee for the Project, see Exhibit D. The City agrees to pay the Consultant and the Consultant agrees to receive such fee in accordance with the payment terms provided in the Project Specific Agreement.

TIME FOR PERFORMANCE

5. This agreement will be from March 1, 2016 to March 1, 2017. Once an agreement is executed, the City may extend the services for up to three additional one year contract time extensions upon written agreement signed by both parties.

6. The Consultant shall not commence any services until a Project Specific Agreement has been fully executed and upon receipt of written direction to proceed from the

**AGREEMENT FOR PROFESSIONAL
ON-CALL CONSULTANT SERVICES**

City.

7. The Consultant shall perform all work described in the Project Specific Agreement in accordance with the design/construction schedule as stated in the Notice to Proceed.

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

9. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Projects 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 responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement and any subsequent Project Specific Agreement, except that the City shall have no obligation to pay any

**AGREEMENT FOR PROFESSIONAL
ON-CALL CONSULTANT SERVICES**

subconsultant for services rendered on the Projects.

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 and any subsequent Project Specific 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a

**AGREEMENT FOR PROFESSIONAL
ON-CALL CONSULTANT SERVICES**

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 14.

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 or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

**AGREEMENT FOR PROFESSIONAL
ON-CALL CONSULTANT SERVICES**

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 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

**AGREEMENT FOR PROFESSIONAL
ON-CALL CONSULTANT SERVICES**

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.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related

**AGREEMENT FOR PROFESSIONAL
ON-CALL CONSULTANT SERVICES**

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 or any subsequent Project Specific 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 any active Projects; 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 any active projects 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

**AGREEMENT FOR PROFESSIONAL
ON-CALL CONSULTANT SERVICES**

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
ON-CALL 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, including Project Specific Agreement, signed by both parties.

24. Where the payment terms of any Project Specific Agreement 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 agrees 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

**AGREEMENT FOR PROFESSIONAL
ON-CALL CONSULTANT SERVICES**

parties without the prior written consent of both parties.

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

**AGREEMENT FOR PROFESSIONAL
ON-CALL CONSULTANT SERVICES**

any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 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.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley
BY: [Signature]
City Manager

3.9.16
Date

Interwest Consulting Group
BY: [Signature]
Name: James G. Ross
TITLE: Public Works Group Leader
(~~President or Vice President~~)

2-5-2016
Date

BY: [Signature]
Name: Michael Kashiwagi
TITLE: Chief Operations Officer
(~~Corporate Secretary~~)

2-5-16
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney

3-3-16
Date

RECOMMENDED FOR APPROVAL:

[Signature]
Public Works Director/City Engineer

3/8/16
Date

Attachment: Plan Check Consultant Agreement - Interwest (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH

Exhibit B: 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.

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
1	Senior Engineer	Civil Engineer	\$ 140	As needed	\$TBD
2	Project Engineer	Land Surveyor	\$ 140	As needed	\$TBD
3	Technician 1	Assoc. Eng. III	\$ 120	As needed	\$TBD
4	Technician 2	Assoc. Eng. II	\$ 115	As needed	\$TBD
5	Clerical	Admin. Assistant	\$ 75	As needed	\$TBD
6	Project Manager	Sr. Project Manager	\$ 160	As needed	\$TBD
B	Total Personnel Costs			TBD	TBD

*** Attach additional sheets as necessary.

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment E 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. **City Fee Schedule:** See Attachment F for the current adopted City Fee Schedule. Plan check compensation is based on a percentage of the adopted City Land Development Division (LDD) fee charged to developers. Consultant will be paid 65% of adopted City LDD fee for all improvement plan checks (drainage studies; rough grading, precise grading, street and storm drain, sewer and water, traffic signal, signing and striping plans, etc.) and 75% of adopted City LDD fee for all final and parcel map plan checks. Additionally, the City does not currently have an expedited plan check review fee, but anticipates establishing one in the future. The expedited plan check review fee is expected to be at a higher rate than the standard plan check fee. If the expedited plan check review fee is adopted, Consultant agrees to be paid 65% of adopted City LDD fee for all expedited improvement plan checks and 75% of adopted City LDD fee for all final and parcel map plan checks. All plan check fees are not to exceed fees.
- C. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- D. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- E. **Proposal Pricing:** The awarded Provider's Exhibit B: 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, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

EXHIBIT D**TERMS OF PAYMENT**

1. The Consultant's compensation shall not exceed **\$500,000.00** over the entire term of the multi-year agreement. The Consultant's compensation shall equal 65% of the adopted City Land Development Division (LDD) fee for all improvement related plan checks and 75% of the adopted City LDD fee for final and parcel map plan checks in accordance with the City's adopted Schedule of Fees, Charges, and Rates as updated annually.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Land Development Division, Public

Works Department at zarat@moval.org. Calls should be directed to (951) 413-3139.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT 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 **TKE Engineering, Inc.**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

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

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

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

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

DESCRIPTION OF PROJECT

1. The Project is described as Engineering Plan Check 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 **\$500,000.00**, over the entire term of the multi-year agreement, in accordance with the payment terms provided on 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

which such approvals have been denied.”

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 plan review schedule as stated in the Notice to Proceed.

8. This Agreement shall be effective from effective date and shall continue in full force and effect date through **June 30, 2020**, subject to any earlier termination in accordance with this Agreement, or extensions in one-year increments up to four (4) additional fiscal years as further provided for in the City's Procurement Policy. 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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.

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

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

(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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

(including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

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

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

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Engineering Division Manager/Assistant City Engineer, 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

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

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

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

22. A City representative shall be designated by the City and a Consultant 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. (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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

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

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

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.

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: _____
Thomas M. DeSantis, City Manager

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

BY: _____

Name: _____

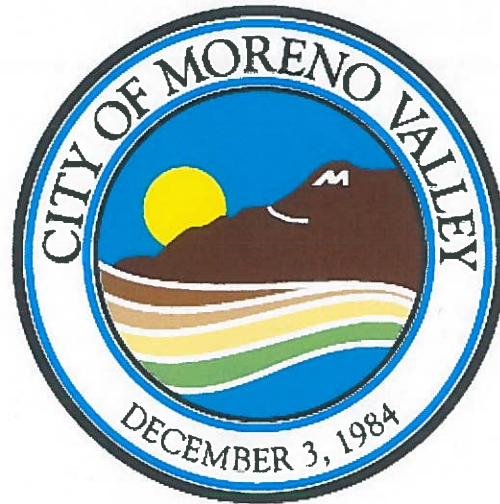
TITLE: _____
(Corporate Secretary)

Date

<u>INTERNAL USE ONLY</u>	
APPROVED AS TO LEGAL FORM:	
_____	City Attorney
_____	Date
RECOMMENDED FOR APPROVAL:	
_____	Department Head
_____	Date

Attachment: Plan Check Consultant Agreement - TKE (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH PROFESSIONAL

City of Moreno Valley



Request for Proposal

2018-037

Professional Services for Engineering Plan Check Consultant Services

December 20, 2018

Question Deadline:

January 23, 2019, 4:00 pm, PST

Proposal Due Date:

February 12, 2019, 2:00 pm, PST

Submit proposal online at:

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

EXHIBIT A

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Table of Contents

Schedule 1

Proposal Procedures, Content, Format, and Criteria 1

Proposer Qualifications, Evaluation Criteria, and Award Process 4

Special Terms and Conditions 5

Exhibit A: Scope of Services 7

Exhibit B: Pricing 11

Attachment A: Required Response Template 12

Attachment B: Special Provisions 16

Attachment C: Client References 18

Attachment D: Non-Collusion Affidavit 19

Attachment E: Sample Invoice 199

Attachment F: Adopted City Land Development Division Fee Schedule 20

Attachment G: Sample Template of Agreement for Project Related Services 21

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Schedule

I. 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 **5:00 pm** unless stated otherwise.

DATE	EVENT
December 20, 2018	Request for Proposals (RFP) issue date
January 23, 2019 @ 4:00 pm	Question deadline
January 28, 2019	Final addendum issued (if necessary)
February 12, 2019	Proposal due date
March 11, 2019	Evaluation of proposals completed
March 18, 2019	Interviews, as necessary
April 2, 2019	Selection of Consultant & contract preparation
May 7, 2019	City Council Approves Agreement (estimated)
July 1, 2019	Start of Service

Note that City will entertain questions through the Q&A tab for the RFP at <https://www.planetbids.com/portal/portal.cfm?CompanyID=24660> no later January 23, 2019 at 4:00 pm PST.

Proposal Procedures, Content, Format, and Criteria

I. General

- A. **Proposal Format:** A proposer must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFP.
- C. **Right to Reject Proposals:** City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a Proposer is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified proposer or call for new proposals, whichever City deems most appropriate. See Attachment G for the Sample Template of Agreement for Project Related Services.
- E. **Incorporation of RFP/Proposal:** This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and Proposer.

- F. **Authorized Signatories:** Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. **Validity of Proposals:** Proposed services and related pricing contained in the proposal must be valid for a period of 180 days after the due date.

II. Proposal Content and Format

Include the following sections containing the information requested below in your proposal. To enable ease of evaluation, please follow the sequence shown and upload the required documents into the vendor portal in the appropriate sections.

- A. **Section 1: Executive Summary**
 - 1. Provide a cover letter of your company's information including:
 - a) Company's full legal name, address, phone, fax, email, website;
 - b) Prior company names (if any);
 - c) Organizational structure (corp., LLC, etc.);
 - d) Names and titles of the principal owner(s);
 - e) Person(s) authorized to make commitments for your company;
 - f) Company history, experience (brief), and years in business;
 - g) Current number of employees, key personnel;
 - 2. Note any exceptions to any part of City's scope, specifications, terms or conditions in this letter and explain the reason.
 - 3. Limit this section to a maximum of **one** page.
- B. **Section 2: Supplemental Company Information (Optional)**
 - 1. Provide any supplemental information not specifically requested by City that you would like City to consider in evaluating your proposal.
 - 2. Ensure information is relevant to City's current or potential future needs.
 - 3. Limit this section to a maximum of **one** page.
- C. **Section 3: Professional Team Assignments**
 - 1. Note any key personnel who are expected to remain in service until completion of the project.
 - 2. Provide detail regarding the team to be assigned for these services.
 - 3. Provide resumes of all team members.
 - 4. Provide an organizational chart of all team members, titles, and a very brief description of their relevant responsibilities.
 - 5. Limit this section to a maximum of **ten** pages plus resumes and org chart.
- D. **Section 4: Proposal Costs (Will not be viewed until after consultant ranking is made and top-ranked consultant is identified)**

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

1. Submit all pricing on *Exhibit B using the form provided.
2. Provide pricing for each of the required line items.
3. Provide pricing for optional proposer recommendations.
4. See payment terms in Exhibit B for additional details.

* These forms are provided by City in the submittal forms section.

E. Section 5: Response Template

1. Complete City-provided Response Template with your answers to City's questions. Provide thorough responses with sufficient detail to enable City to evaluate your understanding of City's requirements, the suitability of your services and/or product(s) to meet City's requirements, the strength of your work plan, previous experience, and available resources.
2. Note these responses carry significant weight in City's evaluation of your proposal to provide and implement requested services.
3. Limit this section to a maximum of **ten** pages.

F. Section 6: Required Forms and Samples

1. Special Provisions Form*
2. Client Reference List*
3. Non-Collusion Affidavit*

* Note these forms are provided by City in the submittal forms section.

G. Section 7: Work Samples

1. Samples of work, queries, reports, and forms**
2. Sample of ongoing support and services agreements**

** Note that these documents will not be returned to proposer.

H. Inadequate Content

1. Note that a proposal is non-responsive if the proposal does not contain all proposal requirements, is not complete, is not received at the right location, and is not received by the proposal deadline, has exceptional or excessive exceptions. City may, at its sole discretion, waive minor non-material irregularities and informalities.
2. Do not submit extraneous marketing or promotional information.

I. Proposal Format

1. Electronic only: Searchable document
2. White paper, 8-½ x 11, page numbered
3. Typed, black print, approximately 11-12 point font
4. Free from excessive graphics or excessive photos

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Proposer Qualifications, Evaluation Criteria, and Award Process

I. Proposer Qualifications

The intent of this RFP is to evaluate the proposals and ultimately select a Proposer that is determined to be the most qualified consultant to provide professional services for City.

The overall capabilities of consultant's organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top-level management, and ability of persons assigned to perform the work. Clearly state the relevant project experience of the personnel specifically proposed for the roles listed below. Specify possession of appropriate licenses and certificates.

II. Evaluation Criteria

A. Minimum qualifications, Competitive Range, and Award Consideration

The minimum qualifications, competitive range, and award consideration based upon the following criteria

1. City will review the Proposers Qualifications to determine if the Proposer meets or betters the minimum requirements as detailed above.
2. Only Proposers that meet or better the minimum requirements will have their Proposals reviewed for consideration.
3. Only the best-qualified Proposer will be considered for final negotiations of scope of services, contract, award recommendation, and fee/price.

B. Evaluation Criteria

Award of the Contract shall be made to the most qualified Proposer that best meets City's specifications and needs. Submitted proposals will be evaluated on the following criteria:

- (40 points) – Experience of Key Personnel Background on key personnel (including all subconsultants) qualifications, abilities, familiarity with State and federal procedures and regulations, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
- (20 points) – The Firm's General Experience and Qualification Information about the company (and all subconsultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.
- (10 points) – References
- (20 points) - Project Approach/Understanding Discussion of major issues identified on the project and how consultant team plans to address them; availability of key staff

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

and commitment during contract; the management approach and organization necessary to perform the services; and outline quality control measures.

- (10 points) - Completeness, thoroughness, and neatness of submittal

C. **Fee/Price Evaluation**

1. Proposed fee is not to be viewed until after consultant ranking is made and top-ranked consultant is identified.
2. Reasonableness of fee requested to do the work, as originally proposed.
3. Final negotiations.

III. **Award**

- A. After conclusion of the above Evaluations, as noted in the tentative schedule, interviews may be held, at the City's discretion. A Notification of Intent to Award may then be sent to the Proposer selected.
- B. Award is contingent upon the successful negotiation, at a fair and reasonable price, of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations for a fair and reasonable price cannot be concluded successfully, City may negotiate a contract with the next best qualified Proposer or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. City operates on a fiscal year basis, running July 1st through June 30th. The initial Contract shall be in effect on the date of executed signatures (but no earlier than July 1, 2019) through June 30, 2020. The agreement may be renewed at the expiration of its term, by agreement of both parties, in one-year increments, up to four additional terms, at the end of each subsequent fiscal year. Renewal of the Agreement shall be accomplished through an amendment to agreement signed by both parties.
- D. Rates may be negotiated for each mutually exercised optional renewal period.

Special Terms and Conditions

I. **Audit Requirements**

- A. City reserves the right to periodically inspect and audit Provider's accounting procedures and supporting documentation in conjunction with the performance of the required services.
- B. City will notify Provider in writing of any such requested audit.
- C. City will inspect and audit in a reasonable manner and at City's expense.
- D. Provider must fully cooperate with any such audit(s).
- E. City will notify Provider in writing of any exception taken as a result of an audit.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

- F. If an audit, in accordance with this article, discloses overcharges (of any nature) by Provider to City of the value of that portion of the Agreement that was audited, the actual cost of City's audit must be reimbursed to City by the Provider.

II. Termination

- A. If, in the opinion of City, Provider fails to perform or provide prompt, efficient service, City must have the right to terminate or cancel the Agreement upon 5-day's written notice, and pay Provider for the value of the actual work satisfactorily performed to the date of termination.
- B. City shall have the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Provider for the value of actual work satisfactorily performed to the date of termination.
- C. These rights are in addition to any other rights that City may have available.

Continued on Next Page

December 2018

Exhibit A: Scope of Services**I. General**

Consultant engineering plan check services will be on an "as needed" basis. There will be no guarantee of work. Consultant will review and/or perform duties related to the following:

II. Specific

Consultant will be required to adhere to all federal, state, and local requirements. In general, the engineering plan check consultant services to be furnished for this project will include, but not be limited to, the review of final maps, parcel maps, grading plans, erosion control plans, public infrastructure improvement plans, traffic control plans, easement and right of way documents, construction cost estimates, soils/geotechnical reports, and hydrologic/hydraulic studies prepared by engineering firms for private development projects in conformance with the approved project conditions of approval. Consultant shall review the construction cost estimate in City's format to be utilized for bonding purposes, and in most cases, establishment of plan check fees. Additionally, Consultant may be required to arrange and attend a meeting with City staff upon completion of the first plan check submittal. City does not currently utilize an electronic plan check process; however, it is under consideration. Consultant shall demonstrate the ability to perform electronic plan check, if necessary.

Consultant shall adhere to a fourteen calendar day (two week) turn-around time for first and second plan check reviews; and more specifically described below.

A) Research of Record Information

With the first plan check submittal, Consultant shall research available City engineering records such as final maps, parcel maps, survey ties, bench marks, improvement plans, grading plans, tentative maps, conditions of approval, etc. that City knowingly has in its possession. City will make available City records on regularly scheduled workdays. City copy machines will be made available to Consultant to reproduce any plans or other documents as necessary for Consultant's use in performing the plan check. City will provide project conditions of approval with the first plan check.

B) Format Submission

Consultant shall provide clear, concise, and complete plan check reviews to include, but not be limited to, all applicable items listed in City's plan check manual, project conditions of approval, project mitigation measures, City engineering standard drawings, and City municipal code requirements. Consultant shall check plan compatibility with existing/proposed maps, improvement plans, grading plans, drainage studies, and other related documents including approved plot plans, tentative maps, specific plans, and development agreements.

Consultant shall ensure that all drawings are prepared using twenty-four inch by thirty-six inch (24" x 36") plan sheets (except maps). Final plans shall be prepared using permanent ink on 24" x 36" Mylar sheets. No stick-ons are allowed. The original plans are to be considered to be the property of the project proponent, and

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

shall be submitted to City for approval. Upon approval of the Mylars by the City Engineer, the plans shall become the property of City.

C) Submittals to City

- 1) Completion of the first and second plan check reviews shall be fourteen (14) calendar days after pick-up from City, unless otherwise directed by City staff. Upon completion of each plan check review, Consultant shall provide one (1) set of redlines (check prints) along with comments pertaining to the construction cost estimate, reports, studies, and other related documents. At times, special requests are made by the project proponent and Consultant shall have the flexibility to review plans within seven (7) calendar days on the first and second submittals as requested by the City.
- 2) Consultant shall perform subsequent plan checks using the same assigned staff to complete the plan checking process, unless otherwise directed by City staff.
- 3) Consultant shall incorporate plan check comments from City staff from all pertinent departments and divisions.
- 4) Upon completion of the final plan check, Consultant shall meet with City staff to review the plans prior to requesting from the project proponent to submit one (1) set of blueprints, accompanied by the original reproducible Mylars and a final construction cost estimate, unless otherwise directed by City staff.
- 5) Consultant shall provide a written statement that they have reviewed the plans for conformance with City standards and practices, and is recommending the plans for City approval. The responsible engineer shall sign the statement.
- 6) Consultant shall provide a written statement on his letterhead that the final map/parcel map conforms to the tentative map, the state subdivision map act, the project's conditions of approval, and that the map is acceptable for recordation.
- 7) Upon completion of Consultant's map review and after final review by City staff, Consultant's authorized engineer or land surveyor shall sign the final map/parcel map as the "Authorized Agent of the City Engineer".

D) Estimate of Quantities and Cost

A preliminary estimate of quantities and costs shall be provided by the project proponent on forms provided by City, and included in the first plan check submittal. A final construction cost estimate shall be prepared by Consultant. The final

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

estimate of cost shall be based upon, and in agreement with, the final quantities as shown on the plans.

- E) Sewer and Water Drawings
The project proponent shall provide to Consultant all sewer and water drawings necessary to perform the sewer and water plan check within the public right-of-way. Consultant shall not be required to research sewer and water drawings. Because City does not own the sewer and water facilities, Consultant shall review these drawings for conflicts with City owned and operated infrastructure or conflicts with proposed City infrastructure within the public right-of-way. Sizing and capacity of these facilities is not the responsibility of Consultant.
- F) Pre-Plan Check Meeting
Consultant shall pick-up the first plan check submittal package from City within 24-hours of notification by City. City will answer questions and provide guidance for the review and research of City records for the submittal prior to Consultant checking of the plans.
- G) Post-Plan Check Meeting
Consultant shall arrange a meeting with City staff at City Hall upon completion of the first plan check, unless otherwise directed. The meeting will be held to discuss and answer questions regarding the technical provisions, the design drawings, conflicts with the design, etc. Consultant shall prepare a return transmittal to the project proponent.
- H) Third and Subsequent Plan Checks
The project proponent shall deliver third and subsequent plan checks to Consultant directly. Consultant shall return third and subsequent plan checks to the project proponent within seven (7) calendar days.
- I) Project Reporting
Consultant shall provide a written weekly status report to City regarding the plan check submittals by Friday at 3:00 PM. The reports shall include project identification, submittal dates, plan types, return dates, and plan check submittal number. The reports may be emailed to City.
- J) Responsible Engineer/Surveyor
A registered civil engineer in the state of California shall be the responsible engineer in charge of the plan check process. A licensed land surveyor or registered civil engineer authorized to practice land surveying shall be the responsible engineer/surveyor in charge of the map and easement plan check. Additionally, a registered traffic engineer in the state of California shall be available, as necessary, to be the responsible engineer in charge of traffic signal, signing and striping, and traffic control plan checks.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Exhibit B: 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.

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
1	Senior Engineer		\$		\$
2	Project Engineer		\$		\$
3	Technician 1		\$		\$
4	Technician 2		\$		\$
5	Clerical		\$		\$
6			\$		\$
B	Total Personnel Costs				

*** Attach additional sheets as necessary.

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment E 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. **City Fee Schedule:** See Attachment F for the current adopted City Fee Schedule. Plan check compensation is based on a percentage of the adopted City Land Development Division (LDD) fee charged to developers. Consultant will be paid 65% of adopted City LDD fee for all improvement plan checks (drainage studies; rough grading, precise grading, street and storm drain, sewer and water, traffic signal, signing and striping plans, etc.) and 75% of adopted City LDD fee for all final and parcel map plan checks. Additionally, the City does not currently have an expedited plan check review fee, but anticipates establishing one in the future. The expedited plan check review fee is expected to be at a higher rate than the standard plan check fee. If the expedited plan check review fee is adopted, Consultant agrees to be paid 65% of adopted City LDD fee for all expedited improvement plan checks and 75% of adopted City LDD fee for all final and parcel map plan checks. All plan check fees are not to exceed fees.
- C. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- D. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- E. **Proposal Pricing:** The awarded Provider's Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

Attachment A: Required Response Template

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
- D. Names and titles of the principal owner(s).
- E. Person(s) authorized to make commitments for your company.
- F. Company history, experience, years in business for current company name.
- G. Annual company revenues for the last three fiscal years.
- H. Tax ID number.
- I. The complete scope of services offered by your company.
- J. The number of clients (including governmental) served in past and present.
- K. Special qualifications, training, credentials, recognition, or awards.
- L. Contracts terminated for cause, pending litigation or legal issues.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.
- B. Team to be assigned for these services.
- C. Qualifications of specific individuals who will work on the project.
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.
- F. Current number of employees: full-time and part-time employees.
- G. Annual turnover rate of staff.
- H. Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.
- I. Facilities that would be utilized to perform the required work.
- J. Equipment that would be utilized to perform the required work.

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.
- B. Reasonableness of your fee to do the work.
- C. Current resources to meet or better all task and timeline requirements herein.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services

December 2018

- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.
- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?
- F. How quickly can you begin providing services if awarded the contract?
- G. Details of any improvement or upgrades your firm has designed or implemented.

IV. Demonstrated and Technical Experience

Please describe your company's:

- A. Demonstrated record of success on work previously performed.
- B. Specific method and techniques to be employed on the project or problem.

V. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How you will schedule professional and staff to ensure milestones and deadlines are met?
- B. Provide required response time to the urgent service requests.
- C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.
- D. Provide any other relevant information that you believe would benefit City for the requested services.

Submitted by:

Company Name _____

Contact Name _____

Title _____

Signature _____

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Email _____
Phone _____
Date _____

Attachment: Plan Check Consultant Agreement - TKE (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH PROFESSIONAL

Attachment B: Special Provisions

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM:

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- _____ No exceptions taken
- _____ Exception taken to the scope of work or specifications
- _____ Exception taken to indemnification and insurance requirements
- _____ Exception to proposed contract language
- _____ Other

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Please explain any of the checked items:

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: _____ DATE: _____

BUSINESS ADDRESS: _____

SIGNATURE OF REPRESENTATIVE: _____

BY: _____ TITLE: _____

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

(CONTINUED ON NEXT PAGE)

Attachment C: Client References

(Bidder's Company Name)

1. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
2. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
3. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
4. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	

Duplicate this form as necessary to complete list.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment D: 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.

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
 December 2018

Attachment E: Sample Invoice

Consultant Name/Address/Phone

City of Moreno Valley
 Accounts Payable
 P.O. Box 88005
 Moreno Valley, CA 92552

Date: 8/15/19
 Invoice No.: 12345

PW/Land Development Division - Professional Services for Plan Check Consultant Services

Project Name and Project No.: _____

Purchase Order No.: _____

Billing Period: July 1, 2019 through July 31, 2019

<u>Description of Service Performed/Personnel*</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Review Final Map – 1st Review			
Project Engineer John Smith	40.0	\$125.00	\$5,000.00
Review Drainage Report			
Engineer Jane Smith	15.0	\$75.00	\$1,125.00
Review Rough Grading Plans			
Project Engineer John Smith	10.0	\$75.00	\$750.00
Review Street Improvement Plans			
Principal Engineer Mary Smith	20.0	\$25.00	\$500.00
Total Invoice			\$7,375.00

**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	\$7,375.00	\$0.00	\$7,375.00
Budget			\$25,000.00
Remaining			\$17,625.00

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment F: Adopted City Land Development Division Fee Schedule

Adopted City Land Development Division Fee Schedule*

*Adopted 07/05/16 & Effective 11/30/16

Land Development

MAP CHECKING

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Adopted Fee
Parcel Map Residential	Each	\$ 4,091
plus per lot fee	per Lot	\$ 43
 Parcel Map Non-Residential	 Each	 \$ 4,091
plus per lot fee	per Lot	\$ 43
 Tract Map	 Each	 \$ 4,091
plus per lot fee	per Lot	\$ 43
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 201
 Amended Map	 Each	 \$ 339
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 201

IMPROVEMENT PLAN CHECK (Includes but is not limited to Street Improvements, Storm Drain, Water, Sewer Plans, etc.)

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Street Improvements and Storm Drain	per Sheet	\$ 1,010
Storm Drain (RCFC & WCD)	per Sheet	\$ 1,290
Sewer	per Sheet	\$ 1,290
Sewer/Water	per Sheet	\$ 1,080
Water	per Sheet	\$ 1,080
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet, per Review	\$ 263
 Revisions (Improvement Plans)	 per Sheet	 \$ 315
For As-Built with no changes, a one sheet fee is required.		
 Traffic Signal Plan Check	 per Sheet for first 3 Reviews	 \$ 3,005
Signing and Striping Plan Review (1-3 submittals)	per Sheet	\$ 364
4th and subsequent submittals	per Sheet	\$ 200

Adopted City Land Development Division Fee Schedule*

*Adopted 07/05/16 & Effective 11/30/16

Land Development

MASS/ROUGH GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Adopted Fee
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet	\$ 860
	per Sheet, per Review	\$ 315
Revisions (Mass/Rough Grading Plans) Including As-Builts	per Sheet, per Review	\$ 315

For As-Builts with no changes, a one sheet fee is required

STOCKPILE/BORROW SITE PLAN

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Stockpile/Borrow Sites (Initial fee includes three (3) reviews unless otherwise noted)	per Sheet	\$ 635
4th and Subsequent Reviews (Stockpile/Borrow Plans)	per Sheet, per Review	\$ 240
Revisions (Stockpile/Borrow Plans)	per Sheet, per Review	\$ 255

PRECISE GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Commercial, Industrial, Multi-Family, and Tract Model	per Sheet	\$ 1,725
Custom Home	per Sheet	\$ 1,660
Tract Phase	per Sheet	\$ 1,940
4th and Subsequent Reviews (Precise Grading Plans)	per Sheet, per Review	\$ 510
Revisions (Precise Grading Plans) Including As-Builts	per Sheet, per Review	\$ 340

For As-Builts with no changes, a one sheet fee is required

Attachment: Plan Check Consultant Agreement - TKE (3523 : AUTHORIZATION TO AWARD PLAN CHECK

Adopted City Land Development Division Fee Schedule*

*Adopted 07/05/16 & Effective 11/30/16

Land Development

STUDIES

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Drainage (Hydrology/Hydraulics)

Base Fee Plus

per acre

4th and Subsequent Review, per Review

Unit

Adopted
Fee

\$	3,154
\$	39
\$	1,104

Attachment: Plan Check Consultant Agreement - TKE (3523 : AUTHORIZATION TO AWARD PLAN CHECK

RFP # 2018-037 Professional Services for Engineering Plan Check Consultant Services
December 2018

Attachment G: Sample Template of Agreement for Project Related Services

AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. _____

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the 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 PROJECT
RELATED SERVICES
PROJECT NO.**

DESCRIPTION OF PROJECT

1. The Project is described as _____.

Project No. _____.

SCOPE OF SERVICES

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

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

PAYMENT TERMS

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

TIME FOR PERFORMANCE

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

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

Or

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through _____, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

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

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

SPECIAL PROVISIONS

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

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

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

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

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

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

This section shall survive termination or expiration of this Agreement.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

15. Insurance.

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

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

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

shall such payment impair or prejudice any remedy available to City with respect to the breach.

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

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

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

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant,

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

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

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

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

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

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

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

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

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

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

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

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

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

28. Supplementary General Provisions. (For projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by 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.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

- a) 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.
- b) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- c) 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.)
- d) 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.)
- e) 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).
- f) 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).
- g) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) 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.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO.**

- i) 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.
- j) 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.
- k) 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.
- l) 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.)
- m) 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 FOLLOWS

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

City of Moreno Valley

Insert Contractor/Consultant Name

BY: _____
Chief Financial Officer
/City Manager/Mayor
(Select only one please)

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

Attachment: Plan Check Consultant Agreement - TKE (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH PROFESSIONAL

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 C

EXHIBIT D

TERMS OF PAYMENT

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

because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT 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.

REQUEST for PROPOSAL

RFP#: 2018-037 PROFESSIONAL SERVICES FOR ENGINEERING PLAN CHECK CONSULTANT SERVICES



for:

Moreno Valley

Purchasing Division
14177 Frederick Street
Moreno Valley, CA 92552



February 12, 2019

Prepared by:



2305 Chicago Avenue
Riverside, California 92507
(9 5 1) 6 8 0 - 0 4 4 0

www.TKEengineering.com

EXHIBIT B

TABLE OF CONTENTS

Section 1: Executive Summary

Section 2: Supplementary Company Information

Section 3: Professional Team Assignments

Section 4: Proposal Costs (Submitted Separately)

Section 5: Response Template

Section 6: Required Forms and Samples

Section 7: Work Samples

CONTACT INFORMATION

Prepared for:



City of Moreno Valley

Purchasing Division
14177 Frederick Street
Moreno Valley, CA 92553

Phone: (951) 413-3190

E-mail: purchasingdivision@moval.org

Prepared by:



TKE Engineering, Inc.

2305 Chicago Avenue
Riverside, CA 92507

Contact: Terry Renner, P.E., Q.S.D.
Vice President

Phone: (951) 680-0440

Fax: (951) 680-0490

E-mail: trenner@tkeengineering.com

SECTION 1: EXECUTIVE SUMMARY

Thank you for the opportunity to present materials outlining TKE Engineering, Inc.'s (TKE) qualifications to provide Engineering Plan Check Services to the City of Moreno Valley ("City"). Enclosed herein is our proposal.

I. COMPANY INFORMATION

TKE's company information is provided in the following paragraphs:

- a. **Consultant Identification** – TKE Engineering, Inc. is located at 2305 Chicago Avenue, Riverside, California 92507. TKE's phone number is (951) 680-0440, our fax number is (951) 680-0490, our email address is trenner@tkeengineering.com, and our website address is www.tkeengineering.com
- b. **Prior Company Names** – TKE has had no prior company names.
- c. **Organizational Structure** – TKE is a California Corporation.
- d. **Principal Owners** – Mr. Michael Thornton, Principal-in-Charge and Mr. Terry Renner, Vice President, are the principal owners of TKE.
- e. **Contact Person/Authorization** – Terry Renner, P.E., Q.S.D., TKE's Vice President, will be the contact person during the proposal evaluation period. Mr. Renner is authorized to make commitments for our company.
- f. **Company History** – TKE has been in business for 19 years. We are a full service, multi-disciplinary consulting corporation offering in-house delivery of plan checking and map checking for developer and capital improvement street, traffic, grading, storm drain, water, sewer, recycled water, tenant, residential and commercial improvement projects. In addition, TKE also routinely provides planning, preliminary design, final design, topographic surveying, mapping, right-of-way engineering, legal and plat preparation, utility research, coordination and relocations services, bid assistance, construction assistance, inspection and construction staking services for transportation, street widening, pavement rehabilitation, sidewalk, parking lots, traffic signal, striping, grading, storm drain, detention/retention basins, parks, wastewater system, water system and recycled water system improvement projects. Our experience in the region, numerous accomplishments as well as management skills will help maintain continuity in the plan check and delivery of the City's upcoming projects. TKE takes a team approach to all projects and emphasizes the importance of constant communication between all members of the team, from the client to the consultants.
- g. **Current Number of Employees, Key Personnel** – TKE currently employs 33 personnel.

II. SCOPE, SPECIFICATIONS, TERMS, OR CONDITIONS/EXCEPTIONS

TKE does not take any exceptions to any part of the City's scope, specifications, terms or conditions

Thank you for your consideration. TKE's proposal shall remain valid for a period of 180 days from the date of submittal. If you have any questions, please call me at (951) 680-0440, fax me at (951) 680-0490 and/or e-mail me at trenner@tkeengineering.com.

Sincerely,



Terry Renner, P.E., Q.S.D.
Vice President
TKE Engineering, Inc.

SECTION 2: SUPPLEMENTAL COMPANY INFORMATION

TYPES OF ENGINEERING SERVICES

TKE Engineering, Inc. proudly serves Municipal Agencies with a variety of engineering design and plan checking services. In addition, TKE currently serves as the City Engineer in various communities and as such, we have experience with every possible aspect of development services and plan checking, including the delicate balance of corresponding with developers and the City Council. TKE's services include project screen checks, response to development community inquiries, accepting submittals on behalf of agencies, determining project impacts, developing conditions of approval, reviewing and assessing traffic impacts, presenting projects to planning commissions, preparing council agenda reports, performing plan and map checking for grading, street, storm drain, sewer, water, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans. Our planning, design, and engineering services include transportation and pavement management, traffic engineering, drainage systems, floodplain management, water systems, recycled water systems and waste water systems, urban runoff management and water quality programs, master planning, feasibility studies, project studies and reports, plans, specifications, cost estimates, fee analysis, and permitting. TKE's experience includes project delivery from "cradle to grave". All of the engineering duties previously discussed are services we effectively provide to our municipal clients routinely and therefore know the pitfalls of each project type and what to look for to make sure to avoid them. We request that you verify our qualifications with the agencies presented in this section. TKE has provided numerous municipalities and agencies throughout Southern California with plan and map checking services, design, planning, construction management, and staffing for every facet of Development and Public Works. In addition, we have worked on multi-million dollar regional mega projects and development projects valued in the hundreds of millions of dollars for a variety of government agencies. Below is a listing of services provided by TKE.

Project Management

TKE provides effective project management services to a variety of clients. We have successfully delivered plan and map checking services for extensive and highly visible street improvement, traffic improvement, drainage improvement, water, wastewater and facility improvement projects for the County of Riverside and San Bernardino, Cities of Banning, Calimesa, Corona, Highland, Hesperia, Upland, Fontana, Yucaipa, Rialto, Redlands, El Monte, South El Monte, Wildomar, and Riverside

and for the San Bernardino Municipal Water Department, Rubidoux Community Services District, and Mission Springs Water District. TKE's approach has consistently allowed our partner agencies to fulfill their missions of delivering the best value for the public's investment. TKE's management approach includes:

- Monthly Progress Reports – TKE documents project progress for all plan check projects assigned to TKE by a comprehensive plan check summary log. The summary log includes project name and related number, plan description, plan check number, date of receipt, due date, return date and notes.
- Communication – Communications with agencies' staff is another important component to effective project management. In addition to the monthly progress reports, TKE meets with clients as needed to ensure the projects are proceeding as anticipated. We document each discussion or meeting with notes and electronically mail them to the project team within three days of the meeting/conference indicating action items and a schedule for completion of these items.
- Record Keeping – TKE keeps records in an organized filing system both in hard copy and electronic forms. This organized filing system allows TKE to access records immediately should they be needed.
- Meetings – TKE meets with project stakeholders as needed. We meet with them upon request and throughout the course of plan checking to ensure all comments are properly addressed and considered in the project design. All meeting preparation (agendas, exhibits, slide shows, etc.) will be prepared by TKE for each meeting. Again, meetings will be documented. TKE has provided numerous meetings with other consultants and developers to adequately convey the City design requirements.
- Team Meeting – Team meetings include all parties that have any interest in the project development. In particular, the City's Engineering and Public Works Departments will be a close working partner with TKE in determining plan check requirements and conditions for development and capital projects.

SECTION 2: SUPPLEMENTAL COMPANY INFORMATION

Plan and Map Checking

TKE has provided numerous municipalities and agencies throughout Southern California with consulting services and staffing for every facet of Public Works for the past 19 years. In addition, we have worked on multi-million dollar regional mega projects for a variety of government agencies and master planned developments with more than 3,000 homes. TKE recognizes the importance of staffing based on a client's need and workload. Our flexible support and qualified plan check staff enables our clients to serve their community in a cost effective and efficient manner.

TKE provides experienced, highly qualified staff with significant technical expertise and strong public relations skills for plan and checking. TKE is fully capable of providing plan and map checking staff on a full-time, part-time, on-call, interim or project specific basis. Please refer to our project team presented below together with our corporate resumes to verify our team's technical ability to deliver these services.

TKE has provided similar services to those requested here for a number of different agencies. TKE understands that City's development and capital improvement standards were developed to meet the needs of that particular community. TKE has developed a thorough understanding of these standards together with the needs of the community. For each project that TKE is assigned, TKE will verify compliance with City standards. Furthermore, with our extensive experience, TKE will be able to recommend improvements to these standards to ensure expedited project delivery and enhanced public infrastructure.

Development Services

As discussed previously, TKE has extensive experience with Public side development services processing. TKE will provide:

- Project Screen Checks
- Respond to Development Inquiries
- Accept Project Submittals
- Review Submittals for Completeness
- Perform Administrative Reviews
- Determine Project Impacts
- Determine Project Impact Fees
- Develop Project Conditions of Approval
- Assist Planning in Preparation for Planning Commission Consideration

- Review Environmental Documents
- Prepare Council Agenda Reports
- Review Plan and Maps for Regulatory Compliance
- Review Cost Estimates for Required Bonding
- Prepare Development Agreements
- Oversee Inspection of Construction
- Review Grading Certifications
- Review As-Built Plans
- Assist with Other Development Related Issues

Surveying, Mapping, and Right-of-Way Engineering

TKE provides map checking and Land Analysis services for many projects: Our Surveying and Mapping experts provide map checking and surveying on these services:

- Transportation Improvements
- Land and Real Estate Evaluations
- Tract/Parcel Maps
- Street Widening
- Construction Layout/Staking
- Right-Of-Way Engineering
- Boundary Surveys
- Construction Surveys
- Design Surveys
- Legal Description Surveys
- Aerial Mapping
- A.L.T.A. Surveys
- Topographic Surveys
- Control Surveys
- Easement Surveys

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS

KEY PERSONNEL, EDUCATION, EXPERIENCE, AND CREDENTIALS

TKE is currently providing numerous municipal agencies with on-call plan checking, engineering, traffic and planning services and fully recognizes the City's concern for high quality, timely performance, and precise communication when utilizing the services of a consultant. Each project plan checked by TKE is managed and staffed by a project team assembled to meet the specific needs of the project.

Below is a summary of education, experience and credentials of key personnel proposed to perform the work in any upcoming projects.

Mr. Michael P. Thornton, President of TKE, upon selection of TKE, will serve as the Principal in Charge. He will ultimately be responsible for all services provided by TKE.

Mr. Thornton has over 32 years of experience as a civil engineer. Mr. Thornton has provided consulting engineering services to various communities as their engineer, including current roles with the City of Calimesa and Hesperia. Services provided include development processing services. All City Engineering duties have been his responsibility including project management and project budget compliance. Also, between 2000 and 2007, Mr. Thornton provided development services engineering to the City of Upland for a 440 acre commercial and residential development. He was responsible for all engineering aspects of the project including CEQA compliance, conditions of approval development and negotiations, presentation to the City Council and the Public, and construction management, among numerous other duties. In addition, during 2009 and 2010, Mr. Thornton served the City of El Monte as its engineer, delivering more than \$20 million of capital improvements. Mr. Thornton's greatest attribute is his ability to deliver projects from private development to capital projects and understands the importance of working as a team member. His vast experience ensures success again and again.

Mr. Terry Renner, Vice President of TKE, upon selection of TKE, will ultimately be responsible for all services provided by TKE.

Mr. Renner has over 19 years of experience as a civil engineer. He has worked on and plan checked a variety of public works engineering projects including development projects, street improvements, park improvements, bike trail improvements, drainage improvements, water system improvements, wastewater

system improvements, and reclaimed water system improvements projects. Mr. Renner has been responsible for managing all project aspects including conditions of approval, agreement preparation, improvement study analysis, and plan and map checking for development and capital projects.

In addition to project related experience, Mr. Renner has provided consulting engineering services to various communities as their engineer. Services provided include development processing services. All City Engineering duties have been his responsibility including project management and project budget compliance.

Mr. Renner will be assisted by TKE's project team of project managers, plan checkers, map checkers, engineers, surveyors, and clerical staff to accomplish all of the tasks.

Ms. Michelle Arellano has a B.S. in Civil Engineering and is a Registered Civil Engineer in the State of California. Ms. Arellano has over 24 years of experience as a Project Manager. Ms. Arellano has experience with Land Development, Plan Checking and Project Processing. Ms. Arellano provides overall land development processing management together with plan checking services for street improvement plans, traffic control plans, grading plans, storm drain improvement plans, hydrology studies and hydraulic analyses, and erosion control plans, as well as provides independent in-house Quality Control and Quality Assurance.

Mr. Ron Musser has over 51 years of experience in performing field and office surveying services for public projects, including roadway and highway projects. As Director of Surveying at TKE, Mr. Musser is responsible for supervising the survey crews. He is responsible for scheduling, pre-staking calculations and quality control of all survey activities. Mr. Musser's responsibilities include map checking compliance, having worked for Riverside County Surveying Department for 14 years, he is uniquely qualified to review subdivision mapping, together with crew management, computer downloading of field data and coordination and project management of all daily field work.

Ms. Monae Pugh has over 33 years of Municipal and Public Agency engineering experience with a wide range of responsibilities and projects emphasizing the discipline of Transportation and Traffic Engineering. Her most recent experience includes management of both Land Development and Traffic Engineering Departments for the City of Fontana. Prior experience includes over 16 years in the County of Riverside Traffic Engineering Department. She is a Certified Grant Writer through Cal State San Bernardino Certification Program and has

City of Moreno Valley – RFP#: 2018-037

Professional Services for Engineering Plan Check Consultant Services

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS

secured multiple Transportation grants for a wide variety of infrastructure projects.

Mr. Michael Heath has over 20 years of experience in plan check and staff augmentation, design and preparation of construction documents for street improvements, pavement rehabilitation, storm drain infrastructure, grading and demolition, water and sewer improvements, and right-of-way engineering. He has provided engineering design for capital improvement program (CIP) projects, staff augmentation, development review, and plan checking services for several municipalities and agencies in the counties of Riverside, San Bernardino, Orange, Los Angeles, and San Diego, California. His experience includes storm drain master plans, hydrology and hydraulic studies, and sewer master plans. Many of his projects have involved pavement rehabilitation, asphalt overlay, curb and gutter replacement, storm drain infrastructure, landscaped medians, signing and striping, signal modifications, traffic improvements, and accessibility pathways in accordance with the American with Disabilities Act (ADA).

Mr. Dennis Donahue has over 30 years of experience: 10 years in Public Works working for the cities of Santa Fe Springs, Arcadia, Monrovia and Chino and 20 years as a project manager in design and preparation of construction documents for street improvements, pavement rehabilitation, traffic engineering studies storm drain infrastructure, grading and demolition, water and sewer improvements, and right-of-way engineering. He has provided engineering design for capital improvement program (CIP) projects, staff augmentation, development review, and plan checking services for several municipalities and agencies in the counties of San Bernardino, Riverside, Orange, and Los Angeles, California. His experience includes stormwater quality management (SWPPP, WQMP, SUSMP, LID), storm drain master plans, hydrology and hydraulic studies, and sewer master plans. Many of his projects have involved accessibility pathways, bike lanes, pavement rehabilitation, asphalt overlay, curb and gutter replacement, storm drain infrastructure, landscaped medians, signing and striping, signal modifications, traffic improvements in accordance with the American with Disabilities Act (ADA) and structural design for residential and commercial facilities.

RESUMES

We have included each of our team members resume on the following pages.

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS



Mr. Michael Thornton, P.E., P.L.S., M.S.

Project Role
Principal-in-Charge

Mr. Thornton, TKE's President, is in charge of all TKE projects. He has over 32 years of experience in engineering planning, design, land surveying and construction management for public works projects. He has worked on a variety of public works engineering projects including sewer improvements, street improvements, park improvements, bike trail improvements, drainage improvements, and reclaimed water system improvements projects. Mr. Thornton has been responsible for managing including funding administration, planning, evaluating, and designing these projects and has provided construction engineering and surveying services for many of these same projects.

Education

MS, Civil Engineering,
California State
University, Long Beach

BS, Civil Engineering,
California State
Polytechnic University,
Pomona

Registration

Registered Civil
Engineer, PE 44226
(CA)

Professional Land
Surveyor, LS 6867 (CA)

Affiliations

Riverside-San
Bernardino Counties
Branch, American
Society of Civil
Engineers

American Water Works
Association

California Rural Water
Association

Related Experience

- *City of Hesperia City Engineering Services* – Mr. Thornton provides on-call civil engineering services to the City, including City Engineer. He has managed more than \$100 million in public improvements. While providing these services to the City, he has represented the City with other agencies at numerous meeting, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work. In addition, he has managed major infrastructure development projects.
- *City of Calimesa City Engineering Services* – Mr. Thornton provided on-call civil engineering services to the City, including City Engineer. He managed more than \$20 million in public improvements. While providing these services to the City, Mr. Thornton represented the City with other agencies at numerous meeting, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work. In addition, Mr. Thornton managed major infrastructure development projects.
- *City of Upland Staff and City Engineering Services* – Mr. Thornton provided on-call civil engineering services to the City, including one year as City Engineer. He managed more than \$200 million in public improvements. While providing these services to the City, Michael represented the City with other agencies at numerous meeting, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work. Michael was responsible to train staff to manage many of these projects. In addition, Michael managed major infrastructure development projects, one in particular included a flood control basin project with related conveyance (e.g. reinforced concrete boxes, open channels, storm drains).
- *City of El Monte City Engineering Services* - During 2009 and 2010, Mr. Thornton provided on-call City Engineering services to the City. While providing these services to the City, Michael represented the City with other agencies at numerous meeting, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work. He managed more than \$20 million of public improvements. Michael was responsible to train staff to operate the engineering department and Capital Improvement Program.
- *Upland Basin, City of Upland, CA* – Mr. Thornton provided project and construction management services for the 1300 acre-foot flood control and aquifer recharge basin project

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS

that included DSOD jurisdictional facilities, inlet and outlet facilities, permitting with the US Army Corps of Engineers California Department of Fish and game, and related work. The project included preparation of basin, street improvements, storm drain, spillway, and structural detail construction documents (drawings, specifications, and estimates), hydrology and hydraulic analyses, environmental compliance, storm water pollution prevention plan preparation, right-of-way acquisition, aerial mapping, and related civil engineering services.

- *Mission Springs Water District* – Mr. Thornton is currently serving Mission Springs Water District and its District Engineer. He is working with staff to manage more than \$20 million in water and wastewater improvement projects. Services include budget development and management, management of other consultants and presentations to their board of directors.
- *NPDES Program Management, City of Upland, CA* – Mr. Thornton, serving as Contract City Engineer to the City of Upland, managed the City's Capital Improvement Program, Public Works permits and inspections, development review, Storm Water Pollution Prevention and Water Quality Management Plans (SWPPP & WQMP), operations and maintenance of facilities, streets, parks, landscape and drainage districts. While administering these programs, Michael worked closely with San Bernardino County Flood Control District to prepare and submit the City's NPDES Annual Report to the California Regional Water Quality Control Board. During his tenure as City Engineer, Michael was successful in implanting a dry weather monitoring program as well as securing programmed funding for the staff time for compliance activities. Additionally, TKE staff provided plan checking services for the City, including SWPPP and WQMP plan checking services.

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS



Mr. Terry Renner, P.E., Q.S.D.

Project Role
Project Manger

Education

BS, Civil Engineering,
California State
Polytechnic University,
Pomona

Continuing Education

Caltrans SWPPP
Certified

QSP/QSD Training

Registration

Registered Civil
Engineer,
PE 69984 (CA)

Qualified SWPPP
Developer and
Practitioner #24329

Affiliations

Riverside-San
Bernardino Counties
Branch, American
Society of Civil
Engineers

American Public Works
Association

American Council of
Engineering Companies
of California

Mr. Renner is the Vice President of TKE and has over 19 years of 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, drainage improvements, water improvements, sewer improvements, facilities improvements and recreation improvements. He currently provides plan checking services for the cities of Calimesa, Upland, Wildomar, Highland, and El Monte. He has managed plan check work on a variety of development projects including small to very large projects as the municipal agency's technical review staff. He has provided management of development project screen checks, responses to development community inquiries, acceptance of submittals on behalf of agencies, determination of project impacts, development conditions of approval, presentation of projects to planning commissions, preparation of council agenda reports, performed plan checking as well as many other municipal development related services. 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.

Related Experience

- *On-Call Plan Checking Services, City of San Bernardino Municipal Water Department, CA* – Mr. Renner provides on-call plan checking services to the City of San Bernardino Municipal Water Department. Mr. Renner has provided water plan checking services for more than 50 small and large tract developments, single family residential units and *commercial* retail centers within SBMWD's service area. Services included performing plan checking for water and sewer plans and AutoCAD files for conformance to SBMWD's design and CAD Standards.
- *On-Call Plan Checking Services, City of Calimesa, CA* – Mr. Renner provides on-call plan checking services to the City of Calimesa. Mr. Renner is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services included development project screen *checks*, response to development community inquiries, perform plan checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.
- *On-Call Plan Checking Services, City of Wildomar, CA* – Mr. Renner provides on-call plan checking services to the City of Wildomar. Mr. Renner is providing plan checking services for several tract developments, single family residential units and commercial retail *centers* within the City. Services included development project screen checks, response to development community inquiries, determine project impacts, perform plan checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.
- *On-Call Plan Checking Services, City of Hesperia, CA* – Mr. Renner provides on-call plan checking services to the City of Hesperia. Mr. Renner is providing plan checking services for several tract developments, single family residential units and commercial retail centers within the City. Services included development project screen checks, response to development community inquiries, determine project impacts, perform plan checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS

- *City of Upland Plan Checking Services* – Mr. Renner provides on-call plan checking services to the City of Upland. Mr. Renner is providing plan checking services for several tract developments, single family residential units and commercial retail centers within the City. Services included development project screen checks, response to development community inquiries, determine project impacts, perform plan checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.
- *TM 18249; Upland Crossing; Eleventh Street, City of Upland, CA* – Mr. Renner was responsible for water, sewer, drainage, street, grading and water quality management plan check services on a 16 acre, 125 lot, single family development project.
- *Tract 18274; Upland Crossing College Heights Basin, City of Upland, CA* – Mr. Renner was responsible for water, sewer, drainage, street, grading and water quality management plan check services on a 12 acre, high density development project.
- *TTM 18697, City of Upland, CA* – Mr. Renner was responsible for water, sewer, drainage, street, grading and water quality management plan check services on a 10 acre, 209 unit mixed use development project.

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS



Ms. Michelle Arellano, P.E.

Project Role
Senior Plan Check
Engineer

Ms. Arellano has over 24 years of experience as a civil engineer. She has worked on a variety of development projects including small to very large projects as the municipal agency's technical review staff. She has provided development project screen checks, responded to development community inquiries, accepted submittals on behalf of agencies, determined project impacts, developed conditions of approval, presented projects to planning commissions, prepared council agenda reports, performed plan checking as well as many other municipal development related services.

Education
BS, Civil Engineering,
California State
Polytechnic University,
Pomona

Related Experience

Registration
Registered Civil
Engineer, PE 42012 (CA)

Affiliations
American Society of Civil
Engineers (ASCE)

- *City of Calimesa Plan Checking Services* – Ms. Arellano provides on-call plan checking services to the City of Calimesa. Ms. Arellano is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services included development project screen checks, response to development community inquiries, accept submittals on behalf of agencies, determine project impacts, develop conditions of approval, present projects to planning commissions, prepare council agenda reports, perform plan checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.
- *City of Upland Plan Checking Services* – Ms. Arellano provides on-call plan checking services to the City of Upland. Ms. Arellano is providing plan checking services for several tract developments, single family residential units and commercial retail centers within the City. Services included development project screen checks, response to development community inquiries, determine project impacts, perform plan checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.
- *City of Wildomar Plan Checking Services* – Ms. Arellano provides on-call plan checking services to the City of Wildomar. Ms. Arellano is providing plan checking services for several tract developments, single family residential units and commercial retail centers within the City. Services included development project screen checks, response to development community inquiries, determine project impacts, perform plan checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.
- *City of Hesperia Plan Checking Services* – Ms. Arellano provides on-call plan checking services to the City of Hesperia. Ms. Arellano is providing plan checking services for several tract developments, single family residential units and commercial retail centers within the City. Services included development project screen checks, response to development community inquiries, determine project impacts, perform plan checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.
- *Mesa Verde Master Plan, City of Calimesa, CA* – Ms. Arellano reviewed entitlement applications; prepared conditions of approval; addressed traffic circulation and street improvements; ensured preliminary grading design; reviewed preliminary drainage concept and hydrology report; assessed requirements for mapping, easements, and street dedications; and addressed agency specific requirements for a 3650 unit/1492 acre master planned

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS

community.

- *Rancho San Geronio Specific Plan, City of Banning, CA* – Ms. Arellano reviewed *entitlement* applications; prepared conditions of approval; addressed traffic circulation and street improvements; ensured preliminary grading design; reviewed preliminary drainage concept and hydrology report; assessed requirements for mapping, easements, and street dedications; and addressed agency specific requirements for a 3385 unit/831 acre master planned community. *TM 18249; Upland Crossing; Eleventh Street, City of Upland, CA*- Ms. Arellano was responsible for water, sewer, drainage, street, and grading plan check services on a 16 acre, 125 lot, single family development project.

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS



Mr. Ron Musser, P.L.S.

Project Role
Senior Survey Plan
Checker

Mr. Musser has over 51 years of experience in performing field and office surveying and plan checking services for public and private projects including roadway and highway projects. He has performed map checking, design topographic surveying and construction staking on all of TKE's respective projects and over the past 12 years. In addition, he has prepared records of survey, parcel maps and tract maps in San Bernardino County, Riverside County, San Diego County, Orange County and Los Angeles County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys. Mr. Musser currently provides map checking services to the City's of Hesperia, Calimesa, Upland, Pico Rivera and Wildomar.

Education
Riverside Community
College

Related Experience

Registration
Professional Land
Surveyor, LS 4230 (CA)

- *On-Call Survey and Map Checking Services, City of Calimesa, CA* – Mr. Musser provides on-call map checking services to the City of Calimesa. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- *On-Call Survey and Map Checking Services, City of Hesperia, CA* – Mr. Musser provides on-call map checking services to the City of Hesperia. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- *On-Call Map Checking Services, City of Upland, CA* – Mr. Musser provides on-call map checking services to the City of Upland. Mr. Musser is providing map checking services for several tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.

Affiliations
American Council of
Engineering Companies of
California

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS



Ms. Monae Pugh

Project Role
Senior Traffic Plan
Checker

Ms. Pugh has over 33 years of Municipal and Public Agency engineering experience with a wide range of responsibilities and projects emphasizing the discipline of Transportation and Traffic Engineering. Her most recent experience includes management of both Land Development and Traffic Engineering Departments for the City of Fontana. Prior experience includes over 16 years in the County of Riverside Traffic Engineering Department. Ms. Pugh has actively pursued continuing education throughout her career through U.C. Berkley extension courses offered by the Institute of Transportation Studies and couples this with functional engineering experience. She is a Certified Grant Writer through Cal State San Bernardino Certification Program and has secured multiple Transportation grants for a wide variety of infrastructure projects.

Education
UC Berkley Institute of
Transportation Engineers

Related Experience

Affiliations
Institute of Transportation
Engineers

- *City of Hesperia Traffic Engineering* – Ms. Pugh provides on-call traffic engineering services to the City. She is currently responsible for review of traffic control plans, land development review of site plans and access management, review and comment of traffic impact studies, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data, traffic control device recommendations, speed zone survey preparation and certifications, and school zone analysis. While providing these services to the City, Ms. Pugh has represented the City with other agencies, consultants and developers at numerous meetings, represented engineering with the City's management personnel and other public meetings, managed engineering budgets and project schedules.
- *City of Corona Traffic Engineering Services* – Ms. Pugh provides on-call traffic engineering services to the City of Corona. She managed numerous in-house traffic signal designs, reviewed developer submitted traffic impact reports, provide plan checking on traffic control plans submitted for developer projects and capital improvement projects. While providing these services to the City, Ms. Pugh has represented the City during meetings with City consultants and developers, managed engineering budgets and project schedules, and various related work.
- *City of Calimesa Traffic Engineering* – Ms. Pugh provide on-call traffic engineering services to the City. She is currently responsible for review of traffic control plans, land development review of site plans and access management, review and comment of traffic impact studies, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data, traffic control device recommendations, speed zone survey preparation and certifications, and school zone analysis. While providing these services to the City, Ms. Pugh has represented the City with other agencies, consultants and developers at numerous meetings, represented engineering with the City's management personnel and other public meetings, managed engineering budgets and project schedules.
- Slover Avenue and Live Oak Avenue, Traffic Signal Plan, City of Fontana, CA - Ms. Pugh was the design engineer and project manager for this at-grade rail crossing project. Design included coordination with Union Pacific Railroad to install rail crossing gates and appurtenances including rail pre-emption and permitting within rail right of way.

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS

- *Van Buren Blvd, County of Riverside, CA* – Ms. Pugh designed and managed this traffic signal improvement as part of an overall safety project to provide improved access to Woodcrest Christian School. Upon completion vehicle traffic was re-directed to the campus via Dauchy Avenue. Coordination with the school to provide an additional access point and road improvements to this driveway were part of the overall project. Additionally, ingress and egress points were coordinated and designed to improve safety to private business access at this location.
- *City-Wide Speed Zone Certification, City of Fontana, CA* – Ms. Pugh managed an in-house recertification program which developed all new speed zones within the City limits for City Council approval. The remodel consisted of bringing all zones into compliance with current State mandates, certification practices and procedures; ensuring consistency for local law enforcement with the County of San Bernardino through enforcement. The project consisted of over 125 speed zones.
- *Southwest Industrial Park Specific Plan (SWIP), City of Fontana, CA* – Ms. Pugh reviewed the transportation component of the Environmental Impact Report (EIR) document to amend this City of Fontana Specific Plan (SP) with boundary and land use changes. The circulation of the draft EIR included coordination with various Cities as well as the County of San Bernardino and the County of Riverside.
- *Traffic Investigations, County of Riverside and City of Fontana, CA* – Ms. Pugh has extensive experience dealing with traffic safety issues and citizen concerns throughout these communities making recommendations and implementing change and improvement for mitigation. Experience includes preparation of all work orders for installation of traffic control devices.
- *Permit Parking Zone Program, City of Fontana, CA* – Ms. Pugh responded to traffic safety concerns on and around Fontana High School relative to student parking and pedestrian traffic. Numerous residential neighborhood and Fontana Unified School District (FUSD) complaints were received due to overabundance of student parking adjacent to the school. A comprehensive program was prepared, coordinated and implemented with Fontana police department, FUSD, residents to provide permit parking zones in the neighborhoods adjacent to the school. The program includes issuance of parking permits to residents, public outreach, safety measures, and City Council approval.
- *Grant Awards, City of Fontana, CA* – Ms. Pugh successfully applied for municipal grants from the following programs: Highway Safety Improvement Program and Safe Routes to School (both at Federal and State levels). Project awards included new raised medians for Sierra Ave., Foothill Blvd., and Citrus Ave. Additionally, traffic signal installation funding was secured for Alder Ave., at Wabash Ave. and also Randall Ave. at Palmetto Ave.
- *Safe Route to Schools, City of Fontana, CA* – Ms. Pugh successfully responded to traffic safety concerns at elementary schools with high pedestrian and vehicle volumes. Engineering & Traffic Study reports were performed to include support data for both Federal and State grant funding integral to mitigation, planning, and final design plans.
- *Randall-Pepper Elementary School (State SRTS) grant award* included flashing beacon improvements, in ground pavement lighting at crosswalk, signing/stripping, sidewalk widening beyond City right-of-way. Coordination with Fontana Unified School District, crossing guard staff and parents. Before and After Survey conducted with school children and their families.
- *Adler Elementary School (Federal SR2S) grant award* included a School Pedestrian Traffic Signal, crosswalk, implementing on street parking restrictions, and addition of turning lanes. Coordination with Fontana Unified School District, crossing guard staff and parents. Before and After Survey conducted with school children and their families.
- *Foothill Blvd. Street Improvements, City of Fontana, CA* – Ms. Pugh worked with TKE Engineering to design and coordinate the traffic signal component of this project as part of the management team from the City of Fontana. She completed design of signals at Foothill Blvd. intersections of Cottonwood Ave., Redwood Ave., Hemlock Ave. as well as traffic

City of Moreno Valley – RFP#: 2018-037

Professional Services for Engineering Plan Check Consultant Services

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS

signal modifications for Mulberry Ave. and Cherry Ave. All were delivered and constructed with the overall street widening project.

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS



Mr. Michael L. Heath, P.E.

Project Role
Senior Plan Check
Engineer

Education
B.S., Civil Engineering,
Cal State University at
Long Beach

Registration
Registered Civil Engineer,
PE 63401 (CA)

Affiliations
American Society of Civil
Engineers
American Public Works
Association

Mike Heath has over 20 years of experience in plan checking, design and preparation of construction documents for street improvements, pavement rehabilitation, storm drain infrastructure, grading and demolition, water and sewer improvements, and right-of-way engineering. He has provided engineering design for capital improvement program (CIP) projects, staff augmentation, development review, and plan checking services for several municipalities and agencies in the counties of San Bernardino, Riverside, Orange, Los Angeles, and San Diego, California. His experience includes development review and planning for storm drain, hydrology and hydraulic studies, streets, water and sewer infrastructure. In addition, Mr. Heath has experience with WQMP plan checking and review. Many of his projects have involved pavement rehabilitation, asphalt overlay, curb and gutter replacement, storm drain infrastructure, landscaped medians, signing and striping, signal modifications, traffic improvements, and accessibility pathways in accordance with the American with Disabilities Act (ADA).

Related Experience

- *On-Call Plan Checking Services, City of Calimesa, CA* – Mr. Heath provides on-call plan checking services to the City of Calimesa. Mr. Heath is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services included development project screen checks, response to development community inquiries, perform plan checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.
- *On-Call Plan Checking Services, City of Wildomar, CA* - Mr. Heath provides on-call plan checking services to the City of Wildomar. Mr. Heath is providing plan checking services for several tract developments, single family residential units and commercial retail centers within the City. Services included development project screen checks, response to development community inquiries, determine project impacts, perform plan checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.
- *On-Call Plan Checking Services, City of Hesperia, CA* - Mr. Heath provides on-call plan checking services to the City of Hesperia. Mr. Heath is providing plan checking services for several tract developments, single family residential units and commercial retail centers within the City. Services included development project screen checks, response to development community inquiries, determine project impacts, perform plan checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.
- *On-Call Plan Checking Services, City of Upland, CA* - Mr. Heath provides on-call plan checking services to the City of Calimesa. Mr. Heath is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services included development project screen checks, response to development community inquiries, perform plan checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.
- *Development Review Services, City of Rancho Santa Margarita, CA* - Plan checker

City of Moreno Valley – RFP#: 2018-037
Professional Services for Engineering Plan Check Consultant Services

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS

responsible for reviewing project plans for residential and commercial developments involving construction of municipal infrastructure. Responsibilities included review of improvement plans, grading plans, precise grading plans, final maps, hydrology and hydraulic studies, and right-of-way documents for conformance with agency standards and guidelines, conditions of approval, and applicable local, state, and federal regulations.

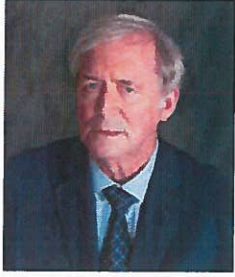
- *Water Quality Management Plan Check Services, City of Moreno Valley, CA* - Project manager responsible for preliminary and final review of the water quality management plans (WQMP) required for new development projects. Oversaw day-to-day operations and served as the City's primary contact. The WQMP addressed site design, source control, and treatment control best management practices (BMP). The primary objective of each WQMP was to ensure that the land use approval and permitting process minimized the impacts of urban runoff in the City and also within the Santa Ana Watershed.
- *On-Call Plan Checking Services, City of Moreno Valley, CA* - Plan checker responsible for reviewing project plans for residential and commercial developments involving construction of municipal infrastructure. Responsibilities included review of improvement plans, grading plans, final maps, hydrology and hydraulic studies, and right-of-way documents for conformance with agency standards and guidelines, conditions of approval, and applicable local, state, and federal regulations.
- *Development Review for Riverside County Transportation Department, Riverside County Flood Control & Water Conservation District, City of Big Bear Lake, CA* - Plan checker responsible for the review of project plans for residential and commercial developments where construction of municipal infrastructure was involved. Responsibilities included review of improvement plans, grading plans, precise grading plans, final maps, hydrology and hydraulic studies, and right-of-way documents for conformance with agency standards and guidelines, conditions of approval, and applicable local, state, and federal regulations.
- *Engineering Staff Augmentation, County of Riverside Transportation Department, Riverside County, CA* - Project manager responsible for providing staff augmentation for the capital improvement division of the County of Riverside Transportation Department, assisting in the management of various CIP projects. Responsibilities include project initiation and scoping agreements, reviewing proposals from design engineers, reviewing conceptual designs and cost estimates, project budgeting in the Transportation Improvement Program (TIP), working with design engineers on scope/proposals for final project plans and estimates, review of final plans and estimates, and coordination with design engineer and County staff for final preparation and approval of bid documents including plans, specifications, requirements from the National Pollutant Discharge Elimination System (NPDES), requirements from the Multiple Species Habitat Conservation Plan (MSHCP), project background information, and other required documents for Board advertisement.
- *Program Management for Water and Sewer CIP, City of Pomona, CA* - Assistant program manager and project manager responsible for the City of Pomona's \$60 million water and sewer CIP contract. Services included preparing request for proposals (RFP) for design, construction management, field inspection, review of the submitted proposals, and preparation of the city council staff reports with recommendations for selection of the consultant services. The city had identified 75 separate projects, including water mainlines, fire flow upgrades, treatment plant improvements, water well installations, sanitary sewer mainlines, booster pumps, and construction of a one-million-gallon reservoir. In addition to the construction projects, the program included a number of studies related to future programs.
- *Engineering Support and Staff Augmentation, City of Big Bear Lake, CA* - Associate engineer responsible for providing staff augmentation for the City of Big Bear Lake. Responsible for preparation of specifications and construction documents for CIP projects, including sewer relining and Cape Seal projects. Prepared federal documents to administer, secure, and obligate federally granted construction funds for a CIP involving the purchase of additional right-of-way, installation of a traffic signal, and various intersection

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS

improvements within city and state right-of-way. Additional duties consisted of development review, preparation of staff reports to City Council, responding to construction requests for information, and other engineering division duties as needed.

Attachment: Plan Check Consultant Agreement - TKE (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH PROFESSIONAL

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS



Mr. Dennis Donahue, P.E., P.L.S., Q.S.D., ENV-SP

Project Role
Senior Plan Check
Engineer

Education
B.S., Civil Engineering,
Cal State University at
Long Beach

Registration
Registered Civil Engineer,
PE 63401 (CA)

Civil Engineer/Surveyor,
C 21537 (CA)

Qualified Stormwater
Designer, Q.S.D.

Credential Envision
Sustainable Professional,
Institute of Sustainable
Infrastructure, ENV-SP,
ISI

General Building
Contractor,
B-478928 (CA)

Affiliations
American Society of Civil
Engineers

Building Industry
Association

Mr. Donahue has over 31 years of experience: 10 years in Public Works working for the cities of Santa Fe Springs, Arcadia, Monrovia and Chino and 21 years as a project manager in design and preparation of construction documents for street improvements, pavement rehabilitation, traffic engineering studies storm drain infrastructure, grading and demolition, water and sewer improvements, and right-of-way engineering. He has provided engineering design for capital improvement program (CIP) projects, staff augmentation, development review, and plan checking services for several municipalities and agencies in the counties of San Bernardino, Riverside, Orange, and Los Angeles, California. His experience includes stormwater quality management (SWPPP, WQMP, SUSMP, LID), storm drain master plans, hydrology and hydraulic studies, and sewer master plans. Many of his projects have involved accessibility pathways, bike lanes, pavement rehabilitation, asphalt overlay, curb and gutter replacement, storm drain infrastructure, landscaped medians, signing and striping, signal modifications, traffic improvements in accordance with the American with Disabilities Act (ADA) and structural design for residential and commercial facilities.

Recognition

- Responsible for the permitting and coordinating with LA County Museum of Arts (LACMA) and Emmert International for the transportation of the 340 ton Levitated Mass by artist Michael Heizer (The Rock) through the City of Chino. I was responsible for reviewing the structural street section and depth of utilities on Ramona and Edison Ave., issuing the permit and supervising and coordinating the Police Department traffic control for the all-night move through the city.
- The first to developed traffic signal manual controllers that were used by the Arcadia Police Department to operate seven intersections around the Santa Anita Race Track/Fashion Park. These controllers reduced the number of officers and costs required to control the intersections and increased their safety during the racing season.

Capital Improvements

- Annual Street Resurfacing and Slurry Seal, Santa Fe Springs, Chino, Arcadia, Monrovia
- CDBG Sidewalk Program, Santa Fe Springs, Chino, Arcadia, Monrovia
- Water, Sewer, Storm Drain, Traffic Signal, ADA Improvements, Santa Fe Springs, Chino, Arcadia and Monrovia
- Reconstruction (Concrete Pavement) of Live Oak Ave, Arcadia
- Fashion Park Traffic Signals, Arcadia
- Florence Ave. Street Improvement and Santa Fe Railroad Over Pass, Santa Fe Springs
- Central Ave. Pressure and Reducing Valve and Vault, chino
- Riverside Drive Storm Drain, Chino

Municipal Facilities

- Police Station Expansion, City of Monrovia
- Fire Station No. 3, City of Monrovia
- Fire Station No. 4, City of Costa Mesa
- Library, City of Redondo Beach

Parks

- Irvine Bike Trail Lighting, Irvine
- Landscaping, Street Tree Projects, Median and Roadway Irrigation Projects, Cities of Santa Fe Springs, Arcadia, Monrovia and Chino

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS

- Ayala Park, Chino
- Nature Center, Monrovia Canyon Park, Monrovia
- Baseball and Soccer Fields, Monrovia High School
- Lighting Addition to Bonita Park, Arcadia
- Pedestrian Bridge, Eisenhower Memorial Park, Arcadia
- Lighted Tennis Courts, Camino Grove Park, Arcadia
- Multi-Purpose Athletic Field and Restrooms, Center Athletic Field, Arcadia
- Resurfacing of Five Tennis Courts and Lighting Upgrade, Orange Grove Park, Arcadia
- Water Feature Entrance to City Monument, Telegraph Road Monument, Santa Fe Springs

Public Agencies Submittals

- Los Angeles County, San Bernardino County, Orange County, Riverside County, City of Anaheim, City of Arcadia, City of Brea, City of Chino, City of Covina, City of Diamond Bar, City of El Monte, City of Irvine, City of Los Angeles, City of Menifee, City of Monrovia, City of Moreno Valley, City of Rendon Beach, City of Santa Ana, City of Santa Fe Springs, City of Tustin, Yorba Linda Water District, Inland Empire Utility Agency (IEUA), Eastern Municipal Water District (EMWD)

Site Development – Residential

- The Preserve, Lewis Homes, Chino
- College Park, Lennar, Chino
- 450 Unit Apartment Complex, Wermers Properties, Moreno Valley
- Ladera Ranch
- 374-Lot, Four Tracts, Community Southwest Chapman Heights, Yucaipa
- 129-Lot Tract, Capital Pacific Homes, Riverside County
- 87-Lot Tract, Pardee Homes, Lake Elsinore
- 42-Unit Condominium Project, Santa Ana
- 3 Tracts, Olson, El Monte, Seal Beach, Huntington Beach
- 3 Tracts, Marc Homes, Pomona, Fontana, Rancho Cucamonga
- Retirement Complex, Anaheim

Site Development – Retail

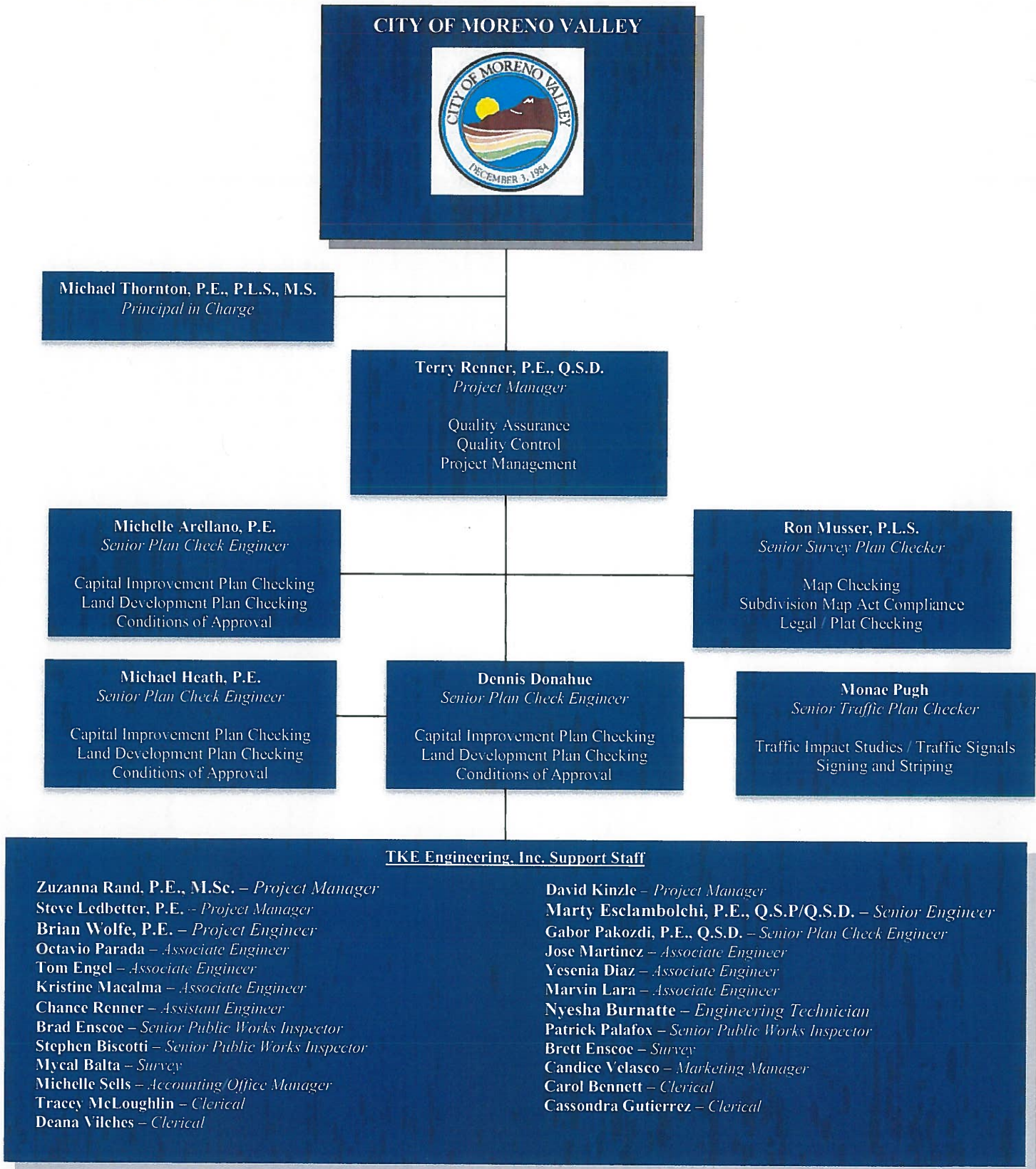
- Walmart Store, Ontario
- Former Hollywood Video Site, Ontario
- Sam's Club, Ontario
- Ontario Home Center, Ontario
- CarMax, Ontario
- CarMax Van Nuys
- Albertsons', Carson
- Home Depot, Carson
- Lowe's Hardware, Torrance

Schools and Hospitals

- Los Angeles Harbor College- Campus Wide ADA Upgrade
- Los Angeles Harbor College, Old Administration Building Improvement
- El Camino College Parking Structure Upgrade and ADA
- Los Angeles County Martin Luther King Hospital Parking Structure

SECTION 3: PROFESSIONAL TEAM ASSIGNMENTS

ORGANIZATIONAL CHART



Attachment: Plan Check Consultant Agreement - TKE (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH PROFESSIONAL

SECTION 4: PROPOSAL COSTS

TKE's proposal costs has been submitted separately via PlanetBids.

Attachment: Plan Check Consultant Agreement - TKE (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH PROFESSIONAL

SECTION 5: RESPONSE TEMPLATE

Attachment A: Required Response Template

TKE Engineering, Inc.

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
TKE Engineering, Inc. is located at 2305 Chicago Avenue, Riverside, CA 92507; Ph: (951) 680-0440; Fax: (951) 680-0490; Email: trenner@tkeengineering.com; Website: www.tkeengineering.com
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
TKE has no prior company names, mergers, buyouts, etc.
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
TKE is a California Corporation
- D. Names and titles of the principal owner(s).
Mr. Michael Thornton, P.E., P.L.S., MS – President and Principal in Charge
Mr. Terry Renner, P.E., Q.S.D. – Vice President
- E. Person(s) authorized to make commitments for your company.
Mr. Michael Thornton, P.E., P.L.S., MS – President and Principal in Charge
Mr. Terry Renner, P.E., Q.S.D. – Vice President
- F. Company history, experience, years in business for current company name.
TKE was established in 2000, and in the last nineteen years has developed into one of Southern California's premier full service consulting engineering, planning, surveying and construction management firms. TKE was established with the goal of providing turnkey services for municipal projects in order to benefit our community. As a result of the focus of a firm on this mission, TKE has earned a reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work. We are a highly motivated, dynamic firm with the goal of being your preferred consultant.

TKE routinely provides plan and map checking services for developer and capital improvement projects to numerous municipalities throughout Riverside, San Bernardino, Los Angeles, and Orange Counties. The municipal development related services include Development Application Review, Project Revision Coordination with Developers, Conditions of Approval Preparation, Review of Traffic and Drainage Studies, Project and Construction Management including presentation at Public Meetings (e.g. Council and Planning), Plan, Report, Map and Related Document Checking, Map Relocation including Subdivision Agreements and Inspection.
- G. Annual company revenues for the last three fiscal years.
TKE's annual company revenues for the last three fiscal years is approximately \$3 Million.

SECTION 5: RESPONSE TEMPLATE

H. Tax ID number.

TKE's Tax ID #: 33-0918894

I. The complete scope of services offered by your company.

TKE's projected scope of services is presented in the following paragraphs:

1. **Development Services**

TKE has extensive experience with municipal development services processing. TKE will provide:

- Project Screen Checks
- Review Project Impact Reports (e.g. Traffic and Drainage)
- Review Improvement Plans and Maps for City and other Agency including Bonding Compliance
- Review Cost Estimates
- Review Development Agreements
- Prepare Subdivision Agreement Requirements

2. **Plan and Map Checking Services**

TKE experienced staff utilizes check lists to verify compliance with City standards. If such check lists are not already available, TKE will prepare them. TKE's experienced staff will complete these services.

TKE staff will review improvement plans, specifications, geotechnical reports, traffic and drainage reports, environmental documents, SWPPP, appraisal reports, maps, legals and plats, and other right-of-way documents. Upon review of the plan check, TKE will conduct field reviews to ensure all construction requirements have been identified and will be addressed with the design. Plan check comments will be reviewed with City contact demonstrating incorporation and independent in-house compliance. Plan Checkers, Map Checkers and Clerical Staff will be providing these services. All services are overseen by TKE's client liaison.

J. The number of clients (including governmental) served in past and present.

TKE continues to serve 64 municipality and governmental clients.

K. Special qualifications, training, credentials, recognition, or awards

TKE provides contract City Engineering and Staff Augmentation services to a number of clients with this specialized experience, TKE staff has extensive experience with each and every step of development processing. TKE is able to assist the City with each step of the process to deliver land development projects from application to project completion.

TKE staff includes engineers and surveyors that are registered/licensed in the State of California and receive Masters and Bachelor's Degrees from accredited Colleges.

TKE projects and staff have been recognized by the American Public Works Association and the American Society of Civil Engineers for Excellence.

L. Contracts terminated for cause, pending litigation or legal issues.

TKE has had no contracts terminated for cause, pending litigation or legal issues.

II. **Resources: Staffing, Facilities, Equipment**

Provide the following information relative to required services:

SECTION 5: RESPONSE TEMPLATE

- A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.

Mr. Terry Renner, P.E., Q.S.D. – Senior Vice President, Mr. Renner, one of the firm’s owners, will be available throughout the term of the Contract.

No person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City.

- B. Team to be assigned for these services.

Mr. Terry Renner, Ms. Michelle Arellano, Mr. Ron Musser, Ms. Monae Pugh, Mr. Michael Heath, and Mr. Dennis Donahue.

- C. Qualifications of specific individuals who will work on the project.

<p>Terry M. Renner, P.E., Q.S.D. Project Manager</p> <p><u>Education</u> B.S. – CA State Polytechnic University, Pomona, Civil Engineering</p> <p><u>Experience</u> 19 Years</p> <p><u>Credentials</u> CA Professional Civil Engineer #69984 CA Qualified SWPPP Developer #24329 AZ Professional Civil Engineer #55194</p>	<p>Michelle Arellano, P.E. Senior Plan Check Engineer</p> <p><u>Education</u> B.S. – California State Polytechnic University, Pomona, Civil Engineering</p> <p><u>Experience</u> 24 Years</p> <p><u>Credentials</u> CA Professional Civil Engineer #42012</p>
<p>Ronald A. Musser, P.L.S. Senior Survey Plan Checker</p> <p><u>Education</u> Riverside Community College</p> <p><u>Experience</u> 51 Years</p> <p><u>Credentials</u> CA Professional Land Surveyor #4230</p>	<p>Monae Pugh Senior Traffic Plan Checker</p> <p><u>Education</u> UC Berkley Institute of Transportation Engineers</p> <p><u>Experience</u> 33 Years</p> <p><u>Credentials</u> N/A</p>
<p>Michael L. Heath, P.E. Senior Civil Plan Checker</p> <p><u>Education</u> B.S. – CA State University, Long Beach, Civil Engineering</p> <p><u>Experience</u> 20 Years</p> <p><u>Credentials</u> CA Professional Civil Engineer #63401</p>	<p>Dennis Donahue, P.E., P.L.S., Q.S.D., ENV-SP Senior Plan Check Engineer</p> <p><u>Education</u> B.S. – CA State University, Long Beach, Civil Engineering</p> <p><u>Experience</u> 31 Years</p> <p><u>Credentials</u> CA Professional Civil Engineer #63401 CA Civil Engineer/Surveyor #C21537 CA Building Contractor #B-478928 Qualified Stormwater Designer, Q.S.D. Credential Envision Sustainable Professional, Institute of Sustainable Infrastructure, ENV-SP, ISI</p>

Attachment: Plan Check Consultant Agreement - TKE (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH PROFESSIONAL

SECTION 5: RESPONSE TEMPLATE

- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.

TKE currently provides similar services 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.

- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

Mr. Terry Renner – Project Manager, Ms. Michelle Arellano – Senior Plan Check Enigneer, Mr. Ron Musser – Senior Survey Plan Checker, Ms. Monae Pugh – Senior Traffic Plan Checker, Mr. Michael Heath – Senior Civil Plan Checker, Mr. Dennis Donahue – Senior Plan Check Engineer

- F. Current number of employees: full-time and part-time employees.

TKE currently employees 33 full time personnel. We do not employ any part time personnel.

- G. Annual turnover rate of staff.

TKE has two unique advantages associated with the experience of TKE's project team. One benefit of TKE's project team is our extremely low internal annual turnover rate which is only 0.8%. As a result of our rigorous interview and testing procedures coupled with our extremely high employee satisfaction rates, TKE staff has years of experience working together. The close relationships each of our staff members have with one another provide the City with an extremely well rounded and experienced team. As such, TKE's project team experience directly correlates with TKE's firm experience described below. The second benefit of TKE's project team is our internal training procedures. 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 and design deficiencies with every project type. 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 plan checking 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.

- H. Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.

TKE's wide variety of services and expertise allows us to complete all services in-house therefore we will not need to utilize any Subconsultant services.

- I. Facilities that would be utilized to perform the required work.

The facility that TKE will utilize to perform the required work is located at our only office at 2305 Chicago Avenue, Riverside, CA 92507. However, should the City desire, TKE will provide staff at City Hall to complete services.

SECTION 5: RESPONSE TEMPLATE

- J. Equipment that would be utilized to perform the required work.

The equipment that will be utilized to perform the required work will include: Computers, Plotters, Scanners, Copiers, Adobe, Word, Excel, and AutoCad.

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.

TKE's experienced staff and long history of provided similar servies to clients throughout Southern California demonstrate TKE's ability to provide plan check required services. Furthermore, TKE is committed to completing all of the required plan, document, and map checking services assigned to TKE for the duration of the contract and any extensions approved by the City. TKE will consider the City as a priority client. As such, resources required to complete plan, document, and map checking will be provided.

Also note that TKE does not provide services to the private sector that avoids any potential conflicts of interest in review of documents assigned to TKE.

TKE, throughout our history, has provided municipal plan checking services for, land development, and capital improvement projects. 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.

For this contract, Mr. Terry Renner, P.E., Q.S.D., Vice President of TKE will coordinate and oversee all plan checking projects. He brings a vast amount of knowledge from his 19 years of experience designing and managing similar projects throughout Riverside, San Bernardino and Los Angeles counties. Mr. Renner will serve as Client Manager and will maintain direct and continued responsibility for all plan check services provided for the duration of this contract. He will serve as the primary contact on all matters dealing with your projects and will manage and oversee day-to-day activities throughout project completion, as well as handle all contractual matters and advise the team.

- B. Reasonableness of your fee to do the work.

TKE's management team and plan checking 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.

- C. Current resources to meet or better all task and timeline requirements herein.

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.

SECTION 5: RESPONSE TEMPLATE

- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

TKE's proactive management approach ensures we rarely experience 'crisis' project delivery needs. Our office location in Riverside will permit TKE staff to respond to requested meetings at a moment's notice.

- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

TKE is staffed with highly qualified and experienced professional personnel that will be available, if needed, at a moment's notice for additional work beyond the original scope of services.

- F. How quickly can you begin providing services if awarded the contract?

TKE will be able to provide services immediately if awarded the contract.

- G. Details of any improvement or upgrades your firm has designed or implemented.

TKE is familiar with digital plan checking and equipped to provide digital plan checking services in two different manners. We are equipped with Blue Beam to provide fully digital plan checking services. With Blue Beam, the City and development community would also need to have the appropriate software and computer capabilities to process and review the plan checks. Many City's we currently provide plan checking services for are not yet equipped with these capabilities, therefore we provide another form of digital plan checking to accommodate such cities. For cities that are not capable of fully digital plan check services, we are able to accept a pdf submittal, review and print necessary plans in-house, and provide pdf plan check plans and reports back to the City.

IV. Demonstrated and Technical Experience

Please describe your company's:

- A. Demonstrated record of success on work previously performed.

Throughout our history of nineteen years serving the Southern California region, we have provided multi-disciplinary plan checking, planning, design and construction support services for large and small projects. 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 much needed infrastructure to their communities.

1. Similar Services

TKE continues to provide numerous municipalities and agencies with plan and map checking, design and planning services and staffing for every facet of development, engineering, and public works projects. TKE recognizes the importance of staffing based on a client's need and workload. Our flexible support and qualified staff enables our clients to serve their constituents in a cost effective and efficient manner.

A few examples of similar services provided by TKE are the City of Colton, City of Hesperia, City of Calimesa, City of Upland, City of Highland, City of Wildomar, City of Pico Rivera, and San Bernardino Municipal Water Department. Each are discussed below:

Colton – TKE is currently serving the City of Colton as an on-call plan check engineering consultant. TKE has been responsible for plan checking services on developer improvement projects to ensure the plans are developed and constructed to the City of Colton and all other regulatory agency standards. TKE is currently and has been providing plan check services to the City since 2017.

SECTION 5: RESPONSE TEMPLATE

Hesperia – TKE serves the City of Hesperia as its City Engineer. TKE is responsible for all engineering activities performed by City staff including design, survey, plan and map checking, traffic engineering, grant assistance, project management, inspection, development services, CIP development and its design and implementation.

Calimesa – TKE serves the City of Calimesa as its City Engineer. TKE is responsible for all engineering activities performed by City staff including design, survey, plan check, map check, traffic engineering, project construction management, inspection and grant assistance for development services, CIP development and its implementation.

Upland – TKE served the City of Upland as its interim City Engineer for approximately 2 years. TKE was responsible for all engineering activities performed by City staff including development services and CIP implementation. TKE has also been providing plan and map checking services to the City for all development related projects since 2000.

Highland – TKE provides on-call plan and map checking, civil engineering and inspection services to the City of Highland for Capital Improvement project coordination, planning and implementation. TKE is assisting the City Engineer with more than \$7 million in Capital Improvements projects for the current fiscal year. While providing these services to the City, TKE prepared numerous grant applications, performed plan checking on Capital Improvement projects, represented the City with other agencies at numerous meeting, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, prepared and acquired right-of-way, managed funding programs, provided plan and map checking for capital improvement projects, provided construction management and inspection services, provided public relations and various related work.

Wildomar – TKE is currently providing on-call plan, map and WQMP checking services to the City of Wildomar for numerous development and Capital Improvement Projects. In addition, TKE currently provides on-call design and construction administration services on capital improvement projects within the city. TKE has been providing plan and map checking services to the City since 2014.

City of Pico Rivera – TKE is currently providing on-call map checking services to the City of Pico Rivera for numerous Tract Maps, Parcel Maps and lot line adjustments. TKE has been providing map checking services to the City since 2014.

San Bernardino Municipal Water Department – TKE is currently serving as the San Bernardino Municipal Water Department's (SBMWD) on-call plan check and inspection engineering consultant. TKE is responsible for all plan checking and inspection services on numerous developer improvement projects to ensure the plans are developed and constructed to SBMWD, City of San Bernardino, Health Department and all other regulatory agency standards. TKE is currently and has been providing plan check and inspection services to SBMWD since 2005.

- B. Specific method and techniques to be employed on the project or problem.

TKE utilizes Plan Check Lists.

V. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How you will schedule professional and staff to ensure milestones and deadlines are met?

SECTION 5: RESPONSE TEMPLATE

TKE and the City have a common goal, successful project delivery. Our definition of successful project delivery is:

- Project Completion that Meets all Project Requirements
- Project Completion within Budget
- Project Completion on Schedule

Our goal is not limited to project processing only but includes the incorporation of value engineering and constructability review. Through the evaluation and management of specific alternatives, we will facilitate the delivery of the most cost effective project alternative that meets design requirements and will provide for the greatest opportunity for expedited construction, all while ensuring the City's interests remain protected at all times.

To achieve our goal, we approach our projects by first developing a project plan. Our project plan considers the major issues described below and development of project tasks (Scope of Services) to be performed by the project team, preparation of task budgets and preparation of a schedule to complete each task. Prior to beginning preparation of a project plan and Scope of Services, we would perform the following:

- Detailed Review of the Project
- Preliminary Research and Data Collection
- Client Inquiries
- Field Reconnaissance

To achieve our goal, we approach our projects by first developing a project plan. We have identified the following key elements:

1. City Coordination and Public Meetings

TKE's project staff will be available for meetings at the City as much as requested and as needed. Meeting with staff, developers, other consultants, and regulatory agencies will be vital to ensuring expedited project completion. The consultant engineer must be available as needed to address issues as they arise. Appropriate TKE staff will manage their schedule to meet the City needs and will manage other projects as required to ensure timely City needs are met.

In addition, the TKE staff will be available to attend all project review meetings as requested by City staff.

2. Project Management

Project management will be an essential element in all types of project plan check delivery. Effective communications will lead to effective management. Management will include weekly reviews of project budget and schedules and regular meetings with all project shareholders.

For all projects, either development or capital improvement, the most important aspect of management will be to ensure that the City's interests are protected to the maximum extent possible. TKE will ensure that public funds and impact fees are used for the benefit of the community. Any deviation from standards and requirements will be referred to the public works director and TKE will implement direction given by City staff.

For development projects, project requirements, project schedule compliance and budget tracking will be important. Project requirements will be assessed by TKE staff and presented to the City's management staff (i.e. Public Works Director). Upon

SECTION 5: RESPONSE TEMPLATE

receipt of direction from City administration, TKE staff will be responsible to verify that development review is completed in compliance with those project requirements. TKE's effective project management techniques will ensure that compliance will occur.

For developers, time is money. For the City, development assists the City's economic engine. Therefore, maintaining the project schedule will be one of the most important tasks. Further, maintaining excellent communications will prevent any project processing misunderstandings and will avoid project delays. TKE management techniques will result in efficient project delivery.

TKE is prepared to meet the delivery time parameters required by the City. A typical delivery time is listed below:

- First Submittal: 14 Working Days
- Second Submittal: 10 Working Days
- Third Submittal: 5 Working Days
- Mylar Review: 2 Working Days
- Major Change During Design Stage: 7 Working Days
- Major Change in the Field: 3 Working Days

3. Regulatory, Subdivision Map Act and City Standards Compliance

Another primary function of TKE staff is to verify compliance with aspects of federal, state, and local laws as well as the subdivision map act and City standards. TKE is already well versed with federal, state and local development law and the map act requirements. Further, TKE will familiarize ourselves with City standards verifying that all construction related to engineering components, are constructed in accordance with these requirements and standards.

4. Work Quality and Cost Controls

TKE takes pride in its reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work, and believes that a high level of quality is needed on all services provided by TKE. Key components of the program include check lists, field reviews, and discussion with Client staff. High quality services yields ease of project oversight, smoother processing, minimal delays in the bidding phase, healthy number of bidders, consistent bids, minimized construction support cost, absence of design-related change orders, and reduced claims and dispute resolution costs.

TKE believes that the most successful quality assurance program is one that is applied inherently throughout the entire process. This program requires not only formal procedures for checking but encourages the conscientious effort of experienced people to always "think quality" in every task performed throughout the design process. This program has become a natural element in all aspects of TKE's management activities and will guide all services provided by TKE.

Effective QA/QC includes assignment of experienced staff, continuity of staffing, project-specific work plan, schedule compliance, comprehensive field review and compilation of site data, established design procedures, established detailing standards, established checking procedures, including independent in-house QA/QC review, dual (independent) quantity estimates, and review by constructability expert. The Quality Assurance / Quality Control program is in place to ensure that services provided by TKE continues to exceed the standards of our clients and that we will deliver the projects on schedule and within budget.

SECTION 5: RESPONSE TEMPLATE

Regarding cost controls, TKE's client manager will provide monthly progress reports documenting project progress for all projects assigned to TKE using a comprehensive project management summary. The summary includes project name and related number, description of progress, budget status, schedule compliance, and anticipated upcoming accomplishments.

B. Provide required response time to the urgent service requests.

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. Our office location in Riverside will permit TKE staff to respond to requested meetings at a moment's notice.

C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

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.

D. Provide any other relevant information that you believe would benefit City for the requested services.

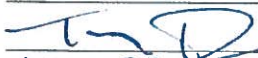
Nothing further.

Submitted by:

Company Name **TKE Engineering, Inc.**

Contact Name **Terry Renner, P.E., Q.S.D.**

Title **Vice President**

Signature 

Email **trenner@tkeengineering.com**

Phone **(951) 680-0440**

Date **(951) 680-0490**

Attachment: Plan Check Consultant Agreement - TKE (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH PROFESSIONAL

SECTION 6: REQUIRED FORMS AND SAMPLES

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: TKE Engineering, Inc. DATE: 02/12/19

BUSINESS ADDRESS: 2305 Chicago Avenue, Riverside, CA 92507

SIGNATURE OF REPRESENTATIVE:

BY: Terry Renner TITLE: Vice President/Officer

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

2305 Chicago Avenue, Riverside, CA 92507

(CONTINUED ON NEXT PAGE)

Attachment: Plan Check Consultant Agreement - TKE (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH PROFESSIONAL

SECTION 6: REQUIRED FORMS AND SAMPLES

Attachment C: Client References

TKE Engineering, Inc.

(Bidder's Company Name)

1. Client's Company Name:	City of Hesperia
Client Address:	9700 Seventh Avenue, Hesperia, CA 92345
Contact's Name:	Mr. Michael Blay
Contact's Title:	Director of Development Services
Contact's Telephone & FAX:	Ph: (760) 947-1901; Fax: (760) 240-7262
Contact's Email:	mblay@cityofhesperia.com
Scope of Services/Products Provided:	TKE provides on-call plan and map checking services to the City. TKE is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. In addition, TKE is performing plan check on several capital improvement projects within the City. Services include development project screen checks, response to development community inquiries, accept submittals on behalf of agencies, determine project impacts, develop conditions of approval, present projects to planning commissions, prepare council agenda reports, perform plan and map checking for grading, street, storm drain, hydrology, hydraulics, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.
Project Completion Date & Value:	Project Completion: Present; Value: \$150,000 annually
2. Client's Company Name:	City of Highland
Client Address:	27215 Baseline, Highland, CA 92346
Contact's Name:	Mr. Ernest Wong
Contact's Title:	Public Works Director
Contact's Telephone & FAX:	Ph: (909) 864-8792; Fax: (909) 862-3180
Contact's Email:	ewong@cityofhighland.org
Scope of Services/Products Provided:	TKE provides on-call civil engineering services to the City of Highland for developer and capital improvement project coordination, planning and implementation. TKE is assisting the City Engineer with more than \$7 million in capital improvements projects for the current fiscal year. While providing these services to the City, TKE prepared numerous grant applications with approximately a 60% efficiency, represented the City with other agencies at numerous meeting, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, prepared and acquired right-of-way, managed funding programs, and various related work. Services include council report preparation, design, review and preparation of hydrology and hydraulic studies, project planning, review traffic impact studies, prepare grant funding applications, report preparation, surveying, project scoping, environmental compliance services, utility coordination, right-of-way acquisition documents, and performed negotiation with

SECTION 6: REQUIRED FORMS AND SAMPLES

	property owners.
Project Completion Date & Value:	Project Completion: Present; Cost: \$20,000 annually
3. Client's Company Name:	City of Upland
Client Address:	1370 N. Benson Avenue, Upland, CA 91786
Contact's Name:	Ms. Rosemary Hoerning
Contact's Title:	Director of Public Works
Contact's Telephone & FAX:	Ph: (909) 291-2931; Fax: (909) 291-2974
Contact's Email:	rhoerning@ci.upland.ca.us
Scope of Services/Products Provided:	TKE provides on-call plan and map checking services to the City. TKE is providing plan checking services for several small and large tract developments, single family residential units, industrial, warehouse and commercial retail centers within the City. Services include development project screen checks, response to development community inquiries, accept submittals on behalf of agencies, determine project impacts, develop conditions of approval, present projects to planning commissions, prepare council agenda reports, perform plan and map checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.
Project Completion Date & Value:	Completion Date: Present; Cost: \$160,000 annually
4. Client's Company Name:	City of Wildomar
Client Address:	23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595
Contact's Name:	Mr. Daniel York
Contact's Title:	Public Works Director / City Engineer
Contact's Telephone & FAX:	Ph: (951) 677-7751, ext. 216; Fax: (951) 698-1463
Contact's Email:	dyork@cityofwildomar.org
Scope of Services/Products Provided:	TKE provides on-call plan and map checking services to the City. TKE is providing plan checking services for several small and large tract developments and commercial retail centers within the City. TKE utilizes the City's online system (Citrix) for access and uploading of plan check documents. Services include development project screen checks, response to development community inquiries, determine project impacts, develop conditions of approval, perform plan and map checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans.
Project Completion Date & Value:	Completion Date: Present; Cost: \$100,000 annually
5. Client's Company Name:	City of Calimesa
Client Address:	908 Park Avenue, Calimesa, CA 92320
Contact's Name:	Ms. Bonnie Johnson
Contact's Title:	City Manager
Contact's Telephone & FAX:	Ph: (909) 795-9801; Fax: (909) 795-4399
Contact's Email:	bjohnson@cityofcalimesa.net
Scope of Services/Products Provided:	TKE provides on-call plan and map checking services to the City. TKE is providing plan checking services for several small

City of Moreno Valley – RFP#: 2018-037

Professional Services for Engineering Plan Check Consultant Services

SECTION 6: REQUIRED FORMS AND SAMPLES

	and large tract developments, single family residential units and commercial retail centers within the City. Services include development project screen checks, response to development community inquiries, accept submittals on behalf of agencies, determine project impacts, develop conditions of approval, present projects to planning commissions, prepare council agenda reports, perform plan and map checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.
Project Completion Date & Value:	Completion Date: Present; Cost: \$150,000 annually
6. Client's Company Name:	City of Colton
Client Address:	160 South 10 th Street, Colton, CA 92324
Contact's Name:	Mr. Victor Ortiz
Contact's Title:	Engineering Manager
Contact's Telephone & FAX:	Ph: (909) 514-4210; Fax: (909) 370-6104
Contact's Email:	vortiz@coltonca.gov
Scope of Services/Products Provided:	TKE provides on-call plan and map checking services to the City. TKE is providing plan checking services for the CalPortland/Colton Cement Plant development project and the Agua Mansa Road Parcel Map 19741 project within the City. Services include development project screen checks, response to development community inquiries, perform plan and map checking for grading, street, drainage, hydrology, and hydraulics, as well as many other municipal development related services.
Project Completion Date & Value:	Completion Date: Present; Cost: \$20,000 annually

Duplicate this form as necessary to complete list.

SECTION 6: REQUIRED FORMS AND SAMPLES

Attachment D: 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 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: Vice President
(title of the person signing this form)

Notary is required for this bid.

Attachment: Plan Check Consultant Agreement - TKE (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH PROFESSIONAL

SECTION 7: WORK SAMPLES

Please see work samples on the following pages.

Attachment: Plan Check Consultant Agreement - TKE (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH PROFESSIONAL

SECTION 6: REQUIRED FORMS AND SAMPLES

Attachment B: Special Provisions

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM: **TKE Engineering, Inc.**

SIGNATURE:



PRINT NAME:

Terry Renner

TITLE:

Vice President

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

No exceptions taken

Exception taken to the scope of work or specifications

Exception taken to indemnification and insurance requirements

Exception to proposed contract language

Other

Please explain any of the checked items:

SECTION 6: REQUIRED FORMS AND SAMPLES

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: TKE Engineering, Inc. DATE: 02/12/19

BUSINESS ADDRESS: 2305 Chicago Avenue, Riverside, CA 92507

SIGNATURE OF REPRESENTATIVE: 

BY: Terry Renner TITLE: Vice President/Officer

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

2305 Chicago Avenue, Riverside, CA 92507

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(CONTINUED ON NEXT PAGE)

Attachment: Plan Check Consultant Agreement - TKE (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH PROFESSIONAL

SECTION 6: REQUIRED FORMS AND SAMPLES

Attachment D: 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 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: Vice President
(title of the person signing this form)

Notary is required for this bid.

Ron's Plan Checks

Client	Job #	Project Description	Plan Description	PC #	Due Date	Notes
Upland	E102-23.272	Upland Village Center	Lot Line Adjustment,	2	2/7/2018	Ron received from Ponce via email on 1/17/18 - need to confirm job# with Ron.
	E102-23.274	SP 15-08 Euclid Ave & 8th Street- Tierra Altas	Final Map	4	3/6/2018	
Montclair	E127-06	Monte Vista Water District Parcel Merger	Parcel Merger	2	1/16/2018	
Victorville Mediterranean Gardens	E555-01	Parcel Map 19358	Final Parcel Map 19358	3	12/12/2017	MYLARS being held (Carol's office); 12/12/17 Carol sent email to L.Gonzales

Attachment: Plan Check Consultant Agreement - TKE (3523 : AUTHORIZATION TO AWARD PLAN CHECK



PLAN CHECK ROUTING

Engineers/Surveyors
 2305 Chicago Avenue
 Riverside, California 92507
 (951) 680-0440 Fax (951) 680-0490

DATE:	JOB NO.:
PROJECT:	
COORDINATOR:	

PLAN CHECK ITEMS RECEIVED:

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> CONDITIONS OF APPROVAL | <input type="checkbox"/> GEOTECHNICAL REPORT | <input type="checkbox"/> PARCEL/TRACT MAP | <input type="checkbox"/> HYDROLOGY/HYDRAULICS REPORT |
| <input type="checkbox"/> TRAFFIC IMPACT ANALYSIS (TIA) | <input type="checkbox"/> SWPPP | <input type="checkbox"/> WATER QUALITY MANAGEMENT PLAN | <input type="checkbox"/> ROUGH GRADING PLANS |
| <input type="checkbox"/> PRECISE GRADING PLAN | <input type="checkbox"/> STREET PLANS | <input type="checkbox"/> WATER PLANS | <input type="checkbox"/> SEWER PLANS |
| <input type="checkbox"/> STORM DRAIN PLANS | <input type="checkbox"/> SIGNING AND STRIPING PLANS | <input type="checkbox"/> TRAFFIC SIGNAL PLANS | <input type="checkbox"/> STREET LIGHT PLANS |
| <input type="checkbox"/> LANDSCAPE PLANS | <input type="checkbox"/> RETAINING WALL PLANS | <input type="checkbox"/> OTHER: _____ | |

PLAN CHECK ITEM	PC#	DUE DATE	PLAN CHECKER	REFERENCE ONLY

Attachment: Plan Check Consultant Agreement - TKE (3523 : AUTHORIZATION TO AWARD PLAN CHECK AGREEMENTS WITH PROFESSIONAL



Prepared by:



TKE Engineering, Inc.
2305 Chicago Ave.
Riverside, CA, 92507

w w w . T K E e n g i n e e r i n g . c o m

Exhibit B: 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.

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
1	Michael Thornton	Principal in Charge	\$ 160.00		\$
2	Terry Renner	Project Manager	\$ 150.00		\$
3	Michelle Arellano	Senior Plan Check Engineer	\$ 140.00		\$
4	Ron Musser	Senior Survey Plan Checker	\$ 140.00		\$
5	Michael Heath	Senior Plan Check Engineer	\$ 140.00		\$
6	Monae Pugh	Senior Traffic Plan Checker	140.00		\$
B	Total Personnel Costs				

*** Attach additional sheets as necessary.

Dennis Donahue Senior Plan Check Engineer \$ 140.00

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment E 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. **City Fee Schedule:** See Attachment F for the current adopted City Fee Schedule. Plan check compensation is based on a percentage of the adopted City Land Development Division (LDD) fee charged to developers. Consultant will be paid 65% of adopted City LDD fee for all improvement plan checks (drainage studies; rough grading, precise grading, street and storm drain, sewer and water, traffic signal, signing and striping plans, etc.) and 75% of adopted City LDD fee for all final and parcel map plan checks. Additionally, the City does not currently have an expedited plan check review fee, but anticipates establishing one in the future. The expedited plan check review fee is expected to be at a higher rate than the standard plan check fee. If the expedited plan check review fee is adopted, Consultant agrees to be paid 65% of adopted City LDD fee for all expedited improvement plan checks and 75% of adopted City LDD fee for all final and parcel map plan checks. All plan check fees are not to exceed fees.
- C. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- D. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- E. **Proposal Pricing:** The awarded Provider’s Exhibit B: 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, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

EXHIBIT D**TERMS OF PAYMENT**

1. The Consultant's compensation shall not exceed **\$500,000.00** over the entire term of the multi-year agreement. The Consultant's compensation shall equal 65% of the adopted City Land Development Division (LDD) fee for all improvement related plan checks and 75% of the adopted City LDD fee for final and parcel map plan checks in accordance with the City's adopted Schedule of Fees, Charges, and Rates as updated annually.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Land Development Division, Public

Works Department at zarat@moval.org. Calls should be directed to (951) 413-3139.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT 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: Allen Brock, Assistant City Manager

AGENDA DATE: May 21, 2019

TITLE: APPROVAL OF CONTRACT AMENDMENT WITH LIBRARY SYSTEMS AND SERVICES FOR LIBRARY SERVICES

RECOMMENDED ACTION

Recommendation:

1. Approve and authorize the City Manager to execute an amendment to the agreement with Library Systems and Services (LS&S) for additional hours of Library Services for an amount not to exceed \$176,000 (\$44,000 per year for four years).

SUMMARY

It is recommended that the City Council authorize an amendment to increase the hours that the Mall branch of the Library is open thirteen (13) hours each week. Currently, the Mall branch opens at 10 a.m. Monday thru Wednesday, but at 1 p.m. Thursday thru Saturday. Not opening at a consistent time each morning has been confusing to residents. The popularity of the new branch ensures that residents will use the Library during the extended hours.

The recommended actions are fully funded by increased property tax revenues in the FY 2019/20 Budget. The increased tax revenues are designated for the Library and cannot be spent elsewhere.

DISCUSSION

On December 21, 2017, the City Council opened the City's first Library branch. Since its opening, the Mall branch has been successful in providing outstanding services to residents. The bullets below indicate a few of the Library's successes in 2018.

- 21,254 items checked out by patrons
- 1,780 new Library patrons registered
- ~7,500 computer registrations – over 1,000 reservations per computer!
- 199 programs and events serving 2,000+ residents
- Continuous art and historical photograph displays

Residents are enjoying the new Library and have made suggestions to improve the Library further. The most common request is to open the Library at 10 a.m. consistently and to standardize the hours each day. Currently, the Mall branch is open for the hours depicted in the graph below.

	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM
Monday												
Tuesday												
Wednesday												
Thursday												
Friday												
Saturday												
Sunday	-- Closed --											

Residents who approach the Library doors Monday thru Wednesday before 1 p.m. have been counted to assess the strength of need to open the Mall branch earlier. In December 2018, the number of residents who were not able to enter the Mall branch because it was too early was 123. That equates to almost 1,500 additional patron visits per year if the Mall branch opens at 10 a.m. every day.

It is recommended that the City Council approve thirteen additional hours per week so that the schedule at the Mall branch of the Library will be consistent. Note that the light blue represents the extended hours being recommended.

	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM
Monday												
Tuesday												
Wednesday												
Thursday												
Friday												
Saturday												
Sunday	-- Closed --											

ALTERNATIVES

1. Approve and authorize the City Manager to execute a contract amendment with Library Systems and Services (LS&S) for additional hours of Library Services for an amount not to exceed \$176,000 (\$44,000 per year for four years). *Staff recommends this action as the most economical means to expand library service hours at the Mall branch.*
2. Do not approve the new contract amendment with LS&S. *Staff does not recommend this action as it would not enable the City to expand the operating hours of the Mall branch of the Library.*

FISCAL IMPACT

Funding for additional library services as recommended is fully supported by the FY 2019/20 Budget as adopted by the City Council. The increased tax revenues are designated for the Library and cannot be spent elsewhere.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 19/20 Budget	Proposed Adjustments	FY 19/20 Amended Budget
Library Operations	Library Fund	5010-30-56-18510-625099	Exp	\$1,852,010	\$0	\$1,852,010
Library Materials	Library Fund	5010-30-56-18510-630310	Exp	205,000	0	205,000

The following table expands the table in the original agreement with the cost of the recommended increased hours. The costs below include both the Main and Mall branches of the Library. Costs for increasing the hours at the Mall branch are reflected in the "Add'l Hours" column, and the new annual contract amounts are in the "Total" column. The table below reflects all Library Operating expenses, along with the annual collection budget to fully indicate expenditures under the contract amendment.

Period	Combined Charges					
	Library Ops	Mall Library	Collection/ Material	Original Total	Add'l Hours	Total
Year 1	\$1,370,727	\$229,474	\$223,000	\$1,823,201	none	\$1,823,201
Year 2	\$1,410,564	\$235,211	\$205,000	\$1,850,775	\$44,000	\$1,894,775
Year 3	\$1,455,490	\$241,091	\$205,000	\$1,901,581	\$44,000	\$1,945,581
Year 4	\$1,505,402	\$247,118	\$205,000	\$1,957,520	\$44,000	\$2,001,520
Year 5	\$1,530,413	\$253,296	\$205,000	\$1,988,709	\$44,000	\$2,032,709

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared by:
Steve Hargis
Strategic Initiatives Manager

Department Head Approval by:
Allen Brock
Assistant City Manager

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

Objective 3.1: Open a satellite branch library by December, 2017.

Objective 3.2: Expand the library’s technology program to enhance job readiness in our community.

Objective 3.3: Partner with outside organizations to expand the range of workshops and programs provided to the community.

ATTACHMENTS

- 1. Amendment 1 with LS&S
- 2. Amendment 1 with LS&S - Exhibit A

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/08/19 6:12 PM
City Attorney Approval	<u>✓ Approved</u>	5/13/19 3:44 PM
City Manager Approval	<u>✓ Approved</u>	5/13/19 3:53 PM

**FIRST AMENDMENT TO AGREEMENT
FOR LIBRARY SERVICES**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “City,” and Library Systems & Services, LLC, hereinafter referred to as “Consultant.” This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled “LIBRARY SERVICE DELIVERY AGREEMENT,” hereinafter referred to as “Agreement,” dated July 1, 2018.

Whereas, the Consultant is providing Library administrative, labor, and Information Technology services.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated April 16, 2019 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 The Agreement termination date of June 30, 2023 is not extended by this Amendment, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Schedule “A” to the Agreement is hereby amended by adding to the scope of work section described in “Exhibit A – First Amendment,” entitled “Additional Operating Hours.”

FIRST AMENDMENT TO AGREEMENT FOR LIBRARY SERVICES

1.3 Schedule “A” to the Agreement is hereby further amended by adding to the cost proposal section thereof described in “Exhibit A – First Amendment,” entitled “Cost for Additional Operating Hours.”

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a “Not-to-Exceed” fee of \$44,000, as set forth in the above-referenced Cost for Additional Operating Hours, in consideration of the Consultant’s performance of the work set forth in “Exhibit A – First Amendment.”

1.5 The total “Not-to-Exceed” fee for this contract over the five-year term is \$9,697,786 (\$9,521,786 for the original Agreement plus \$44,000 per year for years two through five for the First Amendment to Agreement).

Period	Combined Charges					
	Library Ops	Mall Library	Collection/ Material	Original Total	Add'l Hours	Total
Year 1	\$1,370,727	\$229,474	\$223,000	\$1,823,201	none	\$1,823,201
Year 2	\$1,410,564	\$235,211	\$205,000	\$1,850,775	\$44,000	\$1,894,775
Year 3	\$1,455,490	\$241,091	\$205,000	\$1,901,581	\$44,000	\$1,945,581
Year 4	\$1,505,402	\$247,118	\$205,000	\$1,957,520	\$44,000	\$2,001,520
Year 5	\$1,530,413	\$253,296	\$205,000	\$1,988,709	\$44,000	\$2,032,709

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.

FIRST AMENDMENT TO AGREEMENT FOR LIBRARY SERVICES

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Library Systems & Services

By: _____

By: _____

Thomas M. DeSantis
City Manager

Todd Frager
Chief Operating and Financial Officer

Date: _____

Date: _____

INTERNAL USE ONLY

APPROVED AS TO FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachments: Exhibit A – First Amendment

Attachment: Amendment 1 with LS&S (3516 : APPROVAL OF CONTRACT AMENDMENT WITH LIBRARY SYSTEMS AND SERVICES FOR

Exhibit A – First Amendment

Library Systems & Services proposal for the City of Moreno Valley

April 16, 2019

A. Additional Operating Hours

LS&S will expand its administration of the City's Mall branch of the library by thirteen (13) hours per week starting July 1, 2019 through the term of the agreement. LS&S shall provide, by and through its own employees or independent contractors ("LS&S Staff") any labor LS&S deems necessary for the operation of the Library. The cost of the LS&S Staff shall be paid by LS&S.

B. Cost for Additional Operating Hours

The cost for thirteen (13) additional operating hours per week will be \$44,000 per year.



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 21, 2019

TITLE: APPROVE THE FOURTH AMENDMENT TO THE AGREEMENT FOR DETENTION BASIN MAINTENANCE SERVICES FOR CENTERPOINTE BUSINESS PARK WITH HABITAT RESTORATION SCIENCES, INC.

RECOMMENDED ACTION

Recommendations:

1. Approve the Fourth Amendment to the Agreement with Habitat Restoration Sciences, Inc. to continue to provide detention basin maintenance services;
2. Authorize the City Manager to execute Extension Agreement No. 4 with Habitat Restoration Sciences, Inc., subject to the approval of the City Attorney; and
3. Authorize the issuance of a purchase order to Habitat Restoration Sciences, Inc. in the amount of \$22,488.00 for Fiscal Year (FY) 2019/2020, in accordance with the approved terms of the Agreement.

SUMMARY

This report recommends approval of the Fourth Amendment to the Agreement with Habitat Restoration Sciences, Inc. (HRS) to extend the contract to maintain the detention basins located at the Centerpointe Business Park for an additional year.

DISCUSSION

Per Resolution 2005-83, the City agreed to enter into a maintenance agreement to maintain certain stormwater and detention basin improvements associated with the Centerpointe Business Park (see Attachment 1). Per the Maintenance Agreement recorded as document 2006-043077, the City shall ensure the following are done: inspect sediment accumulation, debris (dead vegetation and trash), erosion, structural

elements during wet weather; clean debris; remove dead vegetation; spray herbicide; apply pre-emergent; make adjustment or replacements as determined by annual wet weather inspections; provide general pest control services as requested, including but not limited to weeds, insects, and diseases. All maintenance work is to be performed in accordance with usual and customary flood control practices to achieve, and maintain structural soundness for the detention basins.

In May 2015, in order to fulfill the terms of the Maintenance Agreement, the City issued a Request for Proposals (RFP) for Detention Basin Maintenance that was posted in Planet Bids and advertised in the Press Enterprise. On June 30, 2015, the City received three (3) proposals in response to the RFP. A selection committee comprised of City Staff, reviewed and rated all proposals according to the criteria established in the RFP. HRS was ranked the highest based on the RFP selection criteria and was selected to provide detention basin maintenance services after negotiation of a fair and reasonable price.

On August 6, 2015, the City executed an Agreement for On-Site and/or Professional Services with HRS to provide professional detention basin maintenance contracting services. Three extensions have been granted in fiscal years 2016/2017, 2017/2018, and 2018/2019 in the amount of \$22,488 each year. Since the Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, this fourth extension will be the final extension granted.

The new cumulative contract total would be \$112,440.00 (the original Agreement plus four extensions at \$22,488.00 each). The cumulative amount to be expended will exceed staff's signature authority and therefore requires City Council's consideration for approval. Staff recommends that the City Council authorize the City Manager to approve Extension Agreement No. 4 with the issuance of a purchase order in the amount of \$22,488.00 for Fiscal Year (FY) 2019/2020.

ALTERNATIVES

1. Approve the recommended actions as presented in this staff report. *Staff recommends this alternative to maintain the structural soundness of the detention basins.*
2. Do not approve the recommended actions as presented in this staff report and direct staff to issue a new RFP. *Staff does not recommend this alternative as a new RFP process may result in an increase cost as seen in other recent proposals for similar services.*

FISCAL IMPACT

The amount spent for professional detention basin maintenance services is funded through CFD No. 4-M funds. Revenue received for CFD No. 4-M include parcel fees received from business land owners for maintenance and administration costs of the

detention basins within Centerpointe Business Park. Costs associated with these services are accounted for in the adopted FY 2019/2020 Operating Budget in the CFD No. 4-M fund 2010. There are sufficient funds in the adopted FY 2019/2020 budget for Fund 2010 to cover the maintenance services. The cost of detention basin maintenance services is fully recoverable and paid by the landowners as a pass-through. There is no impact to the General Fund.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Hoang Nguyen, P.E.
Associate Engineer

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

Concurred By:
Michael Lloyd, P.E.
Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

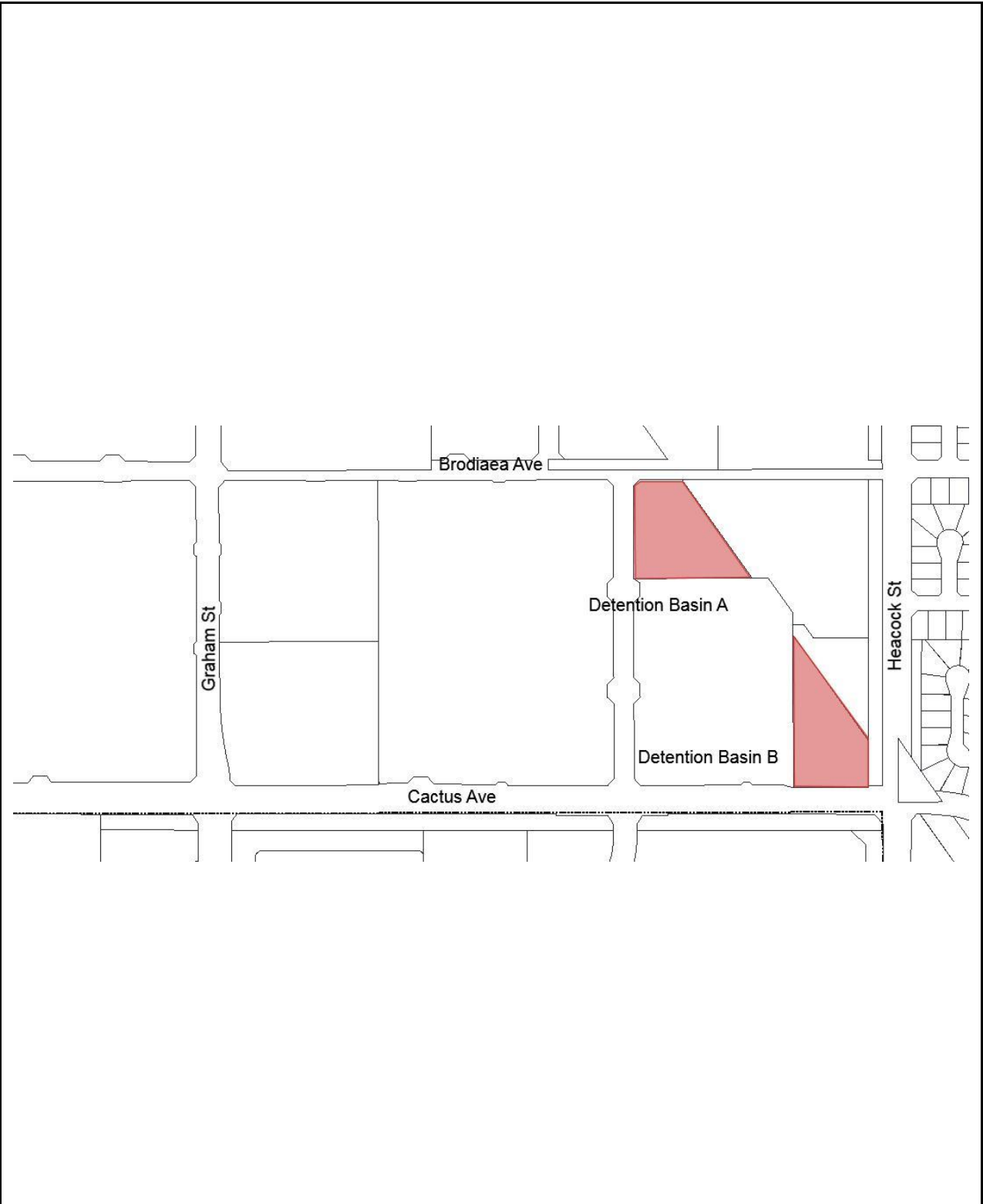
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

1. Vicinity Map - Centerpointe Business Park
2. Extension Agreement #4 - Habitat Restoration Sciences

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/09/19 8:16 AM
City Attorney Approval	<u>✓ Approved</u>	5/13/19 2:52 PM
City Manager Approval	<u>✓ Approved</u>	5/13/19 3:53 PM



**CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT**

**CENTERPOINTE
BUSINESS PARK
CFD #4M**

Attachment: Vicinity Map - Centerpointe Business Park (3499 : APPROVE THE FOURTH AMENDMENT TO THE AGREEMENT)

EXTENSION AGREEMENT NO. 4
PROJECT NO. DB-PM 32326
MAINTENANCE OF SERVICES OF DETENTION BASINS

THIS AGREEMENT is made and entered into by and between the City of Moreno Valley (hereafter, "City") and **Habitat Restoration Sciences, Inc.** (hereafter, "Contractor").

WHEREAS, the City and Contractor entered into an agreement dated August 6, 2015, referencing Project No. DB-PM 32326 regarding maintenance services of detention basins (hereafter, "Agreement").

WHEREAS, the Agreement was extended by a period of twelve (12) months under an Extension Agreement commencing July 1, 2016 and terminating June 30, 2017.

WHEREAS, the Agreement was further extended by a period of twelve (12) months under an Extension Agreement commencing July 1, 2017 and terminating June 30, 2018.

WHEREAS, the Agreement was again further extended by a period of twelve (12) months under an Extension Agreement commencing July 1, 2018 and terminating June 30, 2019.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2019** and shall terminate on **June 30, 2020**.
2. In accordance with 1(b) Exhibit D of the Agreement, this Extension shall be considered the fourth extension of the Agreement.
3. Notwithstanding paragraph 1(b) Exhibit C of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the City will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension, one month in arrears, on the last day of the month for work satisfactorily performed the previous month. The total contract amount for the twelve (12) month extension period shall not exceed **TWENTY-TWO THOUSAND FOUR HUNDRED EIGHTY-EIGHT DOLLARS AND 00/100 (\$22,488.00)**.
4. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Attachment: Extension Agreement #4 - Habitat Restoration Sciences (3499 : APPROVE THE FOURTH AMENDMENT TO THE AGREEMENT)

EXTENSION AGREEMENT NO. 4
Project No. DB-PM 32326
Page 2

Dated: _____

CITY OF MORENO VALLEY

By: _____
Thomas M. DeSantis, City Manager

CONTRACTOR: HABITAT RESTORATION SCIENCES, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Company Name

(Corporate Seal)

<u>INTERNAL USE ONLY</u>	
APPROVED AS TO LEGAL FORM:	
_____ City Attorney	
_____ Date	
RECOMMENDED FOR APPROVAL:	
_____ Department Head	
_____ Date	

Attachment: Extension Agreement #4 - Habitat Restoration Sciences (3499 : APPROVE THE FOURTH AMENDMENT TO THE AGREEMENT)



Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief

AGENDA DATE: May 21, 2019

TITLE: APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT FOR FIRE PROTECTION, FIRE PREVENTION, EMERGENCY MANAGEMENT, RESCUE, AND MEDICAL EMERGENCY SERVICES

RECOMMENDED ACTION

Recommendations:

1. Approve the Cooperative Agreement with the Riverside County Fire Department for Fire Protection, Fire Prevention, Emergency Management, Rescue and Medical Emergency Services.
2. Authorize the Mayor or designee to execute the Cooperative Agreement.

SUMMARY

Since incorporation, the City of Moreno Valley has received fire protection, rescue and medical emergency services through a Cooperative Agreement with the Riverside County Fire Department. This Agreement has been renewed on eight separate occasions: 1990, 1993, 1997, 2002, 2009, 2013, 2016 and 2018. The current Agreement between the City and the County expires on June 30, 2019 and pursuant to Section IV (B), the City notified the County of Riverside of its intent to enter into a new agreement.

This agreement is being presented on May 21, 2019 to the Public Safety Subcommittee, at which time it is anticipated that it will be reviewed and recommended to be presented to City Council for approval.

DISCUSSION

The Fire Department operates seven fire stations and a Fire Prevention Bureau that provides fire suppression and protection, fire prevention, rescue, emergency medical services, and hazardous materials response services to the City. The Fire Department also provides Emergency Management services, in addition to the City operated Emergency Operations Center, as needed. The equipment utilized by the Department includes seven engines and one truck company, one urban search and rescue, one medic squad, and has the versatility to respond to both urban and rural emergency conditions.

Through a Cooperative Agreement for Fire Protection, Fire Prevention, Emergency Management, Rescue and Medical Emergency Services with the Riverside County Fire Department, the City has access to additional emergency equipment such as brush engines, firefighting aircraft, hazardous materials units, fire crews and breathing support units as part of a regional, integrated, cooperative fire protection organization.

As directed in the Cooperative Agreement, the Fire Department’s estimated budget allocation for FY 2019/20 is \$21,884,300, while the FY 2020/21 budget includes an allocation of \$22,716,200, for fire protection, emergency management and fire prevention services. The estimated annual cost increase outlined in the Cooperative Agreement is approximately 3.5% each year, when compared to the FY 2018/19 budget allocation of \$21,219,247. The primary cost increases reflect estimated increases in the CAL Fire state rate and support services costs which include Administrative/Operational, Fleet Support, Communications, and Hazmat. These increases also reflect the outcome of the new Memorandum of Understanding reached with the Fire Department’s labor groups, which included an increase to salary and benefits for Cal-Fire operational staff.

Following approval by the City Council as well as the County Board of Supervisors, the agreement would be effective from July 1, 2019 through June 30, 2021.

The significant provisions of the Agreement are presented below. Notes which compare terms with the current contract are also provided:

Provision	Current Agreement	Proposed Agreement	Notes
Staffing – Operations (Provided by County)	75	75	(2) Battalion Chief’s; (21) Fire Captains’; (24) Engineers; (28) Fire Fighter II’s
Staffing – Fire Prevention (Provided by County)	8	8	Fire Marshal; Fire Safety Supervisor/Asst. Fire Marshal;

			Fire Safety Specialist; Fire Systems Inspectors (5)
Stations	7	7	No Change
Squad/Engines/Truck Company	1/7/1	1/7/1	No Change
Fire Engine Use Agreement	Yes	Yes	No Change
Agreement Term	1 years; 7/1/18-6/30/19 1 year prior to expiration notice requested to renew contract.	2 year; 7/1/19-6/30/21 1 year prior to expiration notice requested to renew contract.	Prior year agreement was only 1 year to bring in line with the City's budget cycle.
Emergency Management Exhibit	The service provided by the Emergency Management Department was embedded in the details of the Fire Protection portion of this agreement.	The details of the services provided by the Emergency Management Department are now separately outlined in a separate exhibit to the Fire Services Agreement.	See the attached "Exhibit E"
Termination	In accordance with Government Code § 55603.5	In accordance with Government Code § 55603.5	No Change
Salary or Expense Changes	City not obliged to expend or appropriate any sum in excess of Exhibit "A" for changes due to action of Legislature, CALFIRE or public agency with authority to direct changes. If City does not agree to make funds	City is obliged to expend or appropriate any sum in excess of Exhibit "A" for changes due to action of Legislature, CALFIRE or public agency with authority to direct changes. If City does not make funds available,	No impact. If City does not fund cost increases, County retains right to reduce services accordingly (as in previous contract).

	available, County shall have right to reduce services.	County shall have right to reduce services.	
--	--	---	--

ALTERNATIVES

1. Renew the existing Cooperative Agreement between the City of Moreno Valley and the Riverside County Fire Department to Provide Fire Protection, Fire Prevention, Emergency Management, Rescue and Medical Emergency Services. *Staff recommends this option to continue provision of service in cooperation with the County of Riverside.*
2. Do not renew the existing Cooperative Agreement between the City of Moreno Valley and the Riverside County Fire Department to Provide Fire Protection, Fire Prevention, Emergency Management, Rescue and Medical Emergency Services. *Staff does not recommend this action.*

FISCAL IMPACT

The Fire services cooperative agreement enables delivery of fire services in Moreno Valley. Based on preliminary fire cost estimates, the City’s adopted budget appropriated \$21.9 million in FY 2019/20 and \$22.8 million in FY 2020/21 to fund fire services. There will be no additional budget adjustments requested at this time.

PREPARATION OF STAFF REPORT

Prepared By:
Felicia London
Public Safety Contracts Administrator

Department Head Approval:
Abdul Ahmad
Fire Chief

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. MORENO VALLEY Cooperative Agreement 07012019-06302021
- 2. Exhibit A - 3152019
- 3. Exhibit C - 20Moreno Valley
- 4. Exhibit D - 20Moreno Valley
- 5. Exhibit E - EMD 20190409

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/14/19 5:30 PM
City Attorney Approval	<u>✓ Approved</u>	5/14/19 4:08 PM
City Manager Approval	<u>✓ Approved</u>	5/15/19 9:32 AM

**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF MORENO VALLEY**

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Moreno Valley a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, hazardous materials mitigation, technical rescue response, fire marshal, medical emergency services, and public service assists (hereinafter called "Fire Services"). The Riverside County Fire Department invoices for disaster preparedness and response provided by Riverside County Emergency Management Department. This Agreement is entered into pursuant to the authority granted by Government Code Sections §55600 et seq., and will provide a unified, integrated, cooperative, regional fire protection system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

Attachment: MORENO VALLEY Cooperative Agreement 07012019-06302021 (3486 : APPROVE THE COOPERATIVE AGREEMENT WITH THE

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A" for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or reduction in services is approved by COUNTY.

B. COUNTY provides fire personnel and services through its CAL FIRE Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," CITY shall provide one hundred twenty (120) days written notice of the proposed, requested increase or decrease. Proper notification shall include the following: (1) The total amount of increase or decrease; (2) The effective date of the increase or decrease; and (3) The number of employees, by classification, affected by the proposed increase or decrease. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) days of the notice provided pursuant to this section.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code Section §51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

D. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL-FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced.

Any COUNTY or CAL-FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "A" that CITY does not agree to fund, as described above, shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibit "A" approved by the parties hereto.

E. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

F. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

G. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

H. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "D" are incorporated herein and shall additionally apply to this agreement regarding payment for Fire Marshall Services.

I. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "E" are incorporated herein and shall additionally apply to this agreement regarding payment for Emergency Management Services.

J. Notwithstanding Paragraph G, as it relates to the Fire Engine Use Agreement, herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be One Thousand Four Hundred Thirteen Dollars (\$1,413) per day; or Nine Thousand Eight Hundred Ninety-Six Dollars (\$9,896) per week.

K. Notwithstanding Paragraph H, as it relates to Fire Marshal services herein, if applicable, additional terms as set forth are incorporated herein and shall additionally

apply to this agreement regarding Fire Marshal services. In the event the CITY elects not to use Fire Marshal services outlined in Paragraph H (Exhibit D), the services must be provided by the COUNTY Office of the Fire Marshal pursuant to Health and Safety Code sections 13145 and 13146 and at a cost to the developer as outlined in COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2019, to June 30, 2021.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

SECTION V: TERMINATION

During the terms of this Agreement, this Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may bring such an action for

collection of costs incurred by CITY and the COUNTY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion the recovered amount via the annual Cost Allocation Plan. This recovery does not include CITY resources outside of this Cooperative Agreement. Those resources would require the CITY to obtain cost recovery directly.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within the City of Moreno Valley from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

B. Each party shall bear their own costs in performing a requested audit.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of

the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CalFire employees, to the extent permissible under the COUNTY's contract with CalFire, the claims will be forwarded on to CalFire for processing.

SECTION XIV: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY OF RIVERSIDE
Riverside County Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

CITY OF MORENO VALLEY
City Manager
Post Office Box 88005
Moreno Valley, CA 92552-0805

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

[Signature Provisions on following page]

Attachment: MORENO VALLEY Cooperative Agreement 07012019-06302021 (3486 : APPROVE THE COOPERATIVE AGREEMENT WITH THE

IN WITNESS, WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF MORENO VALLEY

Dated: _____

By: _____
Thomas M. DeSantis, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Pat Jacquez-Nares, City Clerk

By: _____
Martin D. Koczanowicz, City Attorney

(SEAL)

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Chairman, Board of Supervisors

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

By: _____
Deputy

By: _____
GREGORY P. PRIAMOS
County Counsel

(SEAL)

F:\data\RRU County Finance\Contract Cities\COOPERATIVE AGREEMENT\MORENO VALLEY\MORENO VALLEY Cooperative Agreement 07012019-06302021 20190103.docx

Attachment: MORENO VALLEY Cooperative Agreement 07012019-06302021 (3486 : APPROVE THE COOPERATIVE AGREEMENT WITH THE

COST ESTIMATE
FOR THE CITY OF MORENO VALLEY
DATED MARCH 15, 2019 FOR FY2019/2020 AND FY2020/2021

COST ESTIMATE

CITY BUDGETED COST ESTIMATE

FISCAL YEAR 2019/2020	\$21,887,278
FISCAL YEAR 2020/2021	\$22,716,173
TOTAL CITY BUDGET ESTIMATE FOR FY2019/2020 AND FY2020/2021	<u>\$44,603,451</u>

COST ESTIMATE
FOR THE CITY OF MORENO VALLEY
DATED MARCH 15, 2019 FOR FY 2019/2020

*See notation below for estimate assumptions

	CAPTAIN'S CAPTAIN'S MEDICS		ENGINEER'S ENGINEER'S MEDICS		FF II'S FF II'S		FF II MEDICS		TOTALS	
STA. #2	481,325	2	211,189	1	241,682	1	419,082	2	1,353,278	6.0
(Truck)	360,994	1.5	633,567	3.0	546,233	3.0	628,623	3.0	2,169,417	10.5
STA. #6	481,325	2	422,378	2			419,082	2	1,322,785	6.0
(Squad)			211,189	1	241,682	1	628,623	3	1,081,494	5.0
STA. #48	481,325	2	422,378	2			419,082	2	1,322,785	6.0
STA. #58	481,325	2	422,378	2			419,082	2	1,322,785	6.0
STA. #65	481,325	2	422,378	2			419,082	2	1,322,785	6.0
STA. #91	481,325	2	211,189	1	241,682	1	419,082	2	1,353,278	6.0
STA. #99	481,325	2	422,378	2			419,082	2	1,322,785	6.0
Fixed Relief	481,325	2	422,378	2			419,082	2	1,322,785	6.0
Vac. Relief - Engine	240,663	1.0	274,044	1	633,567	3	419,082	2	1,567,355	7.0
Vac. Relief - Truck	*0	1.5							0	1.5
Vac. Relief - Squad							209,541	1	209,541	1.0
SUBTOTAL									15,671,073	
SUBTOTAL STAFF	20		1	21	3.0	3		25		73.0
BATTALION CHIEF					279,836	each			559,672	2
DEPUTY FIRE MARSHAL (PCN 123496)					226,794	each			226,794	1
FIRE SAFETY SUPERVISOR (123832)					153,799	each			153,799	1
FIRE SAFETY SPECIALIST (PCN 123824)					144,085	each			144,085	1
FIRE SYSTEMS INSPECTOR (PCN 123825,123826,123827, 123828, 123829)					124,995	each			624,973	5
SUBTOTAL									1,709,322	83
ESTIMATED SUPPORT SERVICES										
Administrative/Operational					21,223	per assigned Staff **			1,591,695	75
Volunteer Program					6,137	Per Entity Allocation			6,137	1.0
Medic Program									225,519	29
ECC Support									627,806	
Fleet Support					61,109	per Fire Suppression Equip			427,763	7
Comm/IT Support									1,186,575	
Hazmat Support									99,873	
SUBTOTAL									4,165,368	
ESTIMATED DIRECT CHARGES									160,915	
FIRE ENGINE USE AGREEMENT					25,800	each engine			180,600	7
TOTAL STAFF COUNT										75
TOTAL ESTIMATED CITY BUDGET									\$21,887,278	

(*PCA 37135 ~ 3 FC split funded with the County)

75.0	Assigned Staff
0.00	Battalion Chief Support
** 75.00	Total Assigned Staff

SUPPORT SERVICES

Administrative & Operational Services

Finance	Procurement
Training	Emergency Services
Data Processing	Fire Fighting Equip.
Accounting	Office Supplies/Equip.
Personnel	

7	Fire Stations
18,835	Number of Calls
29	Assigned Medic FTE
8	Monitors/Defibs
7	Hazmat Stations
74	Number of Hazmat Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 19/20 ESTIMATED POSITION SALARIES TOP STEP

346,564	DEPUTY CHIEF	25,800	FIRE ENGINE
342,016	DIV CHIEF	21,223	SRVDEL
279,836	BAT CHIEF	6,137	VOL DEL
240,663	CAPT	7,102	MEDIC FTE
274,044	CAPT MEDIC	2,444	MEDIC MONITORS/DEFIBS REPLACEMENT
211,189	ENG	76,301	BATT DEL
241,682	ENG/MEDIC	17,219	ECC STATION
182,078	FF II	26.93	ECC CALLS
209,541	FF II/MEDIC	61,109	FLEET SUPPORT
153,799	FIRE SAFETY SUPERVISOR	32,543	COMM/IT STATION
144,085	FIRE SAFETY SPECIALIST	50.90	COMM/IT CALLS
124,995	FIRE SYSTEMS INSPECTOR	1,644	FACILITY STATION
74,136	OFFICE ASSISTANT III	441.01	FACILITY FTE
86,787	SECRETARY I	4,554	HAZMAT STATION
116,074	EMERGENCY SVC COORDINATOR	892.68	HAZMAT CALLS
226,794	COUNTY FIRE MARSHAL	1,938	HAZMAT VEHICLE REPLACEMENT
165,934	COUNTY DEPUTY FIRE MARSHAL		

***Cost Assumptions:**

- All Salaries based on 19/20 Rate Letter dated 02/19/2019
- Support Services based on 18/19 Board Approved Cost Allocation dated 09/18/2018 w/ an additional projected increase of 5%
- Benefits based on Prelim Rate Matrix emailed March 12, 2019.

COST ESTIMATE
FOR THE CITY OF MORENO VALLEY
DATED MARCH 15, 2019 FOR FY 2020/2021

**See notation below for estimate assumptions*

	CAPTAIN'S		CAPTAIN'S		ENGINEER		FF II		TOTALS				
	CAPTAIN'S		MEDICS		ENGINEER'S		MEDICS		FF II'S				
STA. #2	499,616	2			219,160	1	250,287	1	433,886	2	1,402,950	6.0	
(Truck)	374,712	1.5			657,481	3.0		566,807	3.0	650,829	3.0	2,249,829	10.5
STA. #6	499,616	2			438,321	2			433,886	2	1,371,823	6.0	
(Squad)					219,160	1	250,287	1	650,829	3	1,120,277	5.0	
STA. #48	499,616	2			438,321	2			433,886	2	1,371,823	6.0	
STA. #58	499,616	2			438,321	2			433,886	2	1,371,823	6.0	
STA. #65	499,616	2			438,321	2			433,886	2	1,371,823	6.0	
STA. #91	499,616	2			219,160	1	250,287	1	433,886	2	1,402,950	6.0	
STA. #99	499,616	2			438,321	2			433,886	2	1,371,823	6.0	
Fixed Relief	499,616	2			438,321	2			433,886	2	1,371,823	6.0	
Vac. Relief - Engine	249,808	1.0	283,861	1	657,481	3			433,886	2	1,625,036	7.0	
Vac. Relief - Truck		*0		1.5							0	1.5	
Vac. Relief - Squad									216,943	1	216,943	1.0	
SUBTOTAL											<u>16,248,921</u>		
SUBTOTAL STAFF	20		1		21		3.0	3	25			73.0	
BATTALION CHIEF					290,484	each					580,969	2	
DEPUTY FIRE MARSHAL (PCN 123496)					230,366	each					230,366	1	
FIRE SAFETY SUPERVISOR (123832)					155,337	each					155,337	1	
FIRE SAFETY SPECIALIST (PCN 123824)					152,029	each					152,029	1	
FIRE SYSTEMS INSPECTOR (PCN 123825,123826,123827, 123828, 123829)					126,680	each					633,400	5	
SUBTOTAL											<u>1,752,101</u>	83	
ESTIMATED SUPPORT SERVICES													
Administrative/Operational					22,284	per assigned Staff **					1,671,280	75	
Volunteer Program					6,444	Per Entity Allocation					6,444	1.0	
Medic Program						Medic FTE/Defib Basis					236,795	29	
ECC Support						Calls/Station Basis					659,197		
Fleet Support					64,164	per Fire Suppression Equip					449,151	7	
Comm/IT Support						Calls/Station Basis					1,245,904		
Hazmat Support											104,866		
ESTIMATED SUPPORT SERVICES SUBTOTAL											<u>4,373,637</u>		
ESTIMATED DIRECT CHARGES											160,915		
FIRE ENGINE USE AGREEMENT					25,800	each engine					180,600	7	
TOTAL STAFF COUNT												75	
TOTAL ESTIMATED CITY BUDGET											<u>\$22,716,173</u>		

(*PCA 37135 ~ 3 FC split funded with the County)

	75.0	Assigned Staff
	0.00	Battalion Chief Support
**	<u>75.00</u>	Total Assigned Staff

SUPPORT SERVICES

Administrative & Operational Services

Finance	Procurement	7	Fire Stations
Training	Emergency Services	18,835	Number of Calls
Data Processing	Fire Fighting Equip.	29	Assigned Medic FTE
Accounting	Office Supplies/Equip.	8	Monitors/Defibs
Personnel		7	Hazmat Stations
		74	Number of Hazmat Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 20/21 ESTIMATED POSITION SALARIES TOP STEP

352,645	DEPUTY CHIEF	25,800	FIRE ENGINE
348,017	DIV CHIEF	22,284	SRVDEL
290,484	BAT CHIEF	6,444	VOL DEL
249,808	CAPT	7,457	MEDIC FTE
283,861	CAPT MEDIC	2,567	MEDIC MONITORS/DEFIBS REPLACEMENT
219,160	ENG	80,116	BATT DEL
250,287	ENG/MEDIC	18,080	ECC STATION
188,936	FF II	28.28	ECC CALLS
216,943	FF II/MEDIC	64,164	FLEET SUPPORT
155,337	FIRE SAFETY SUPERVISOR	34,170	COMM/IT STATION
152,029	FIRE SAFETY SPECIALIST	53.45	COMM/IT CALLS
126,680	FIRE SYSTEMS INSPECTOR	1,727	FACILITY STATION
74,878	OFFICE ASSISTANT III	463.06	FACILITY FTE
87,654	SECRETARY I	4,782	HAZMAT STATION
117,235	EMERGENCY SVC COORDINATOR	937.31	HAZMAT CALLS
230,366	COUNTY FIRE MARSHAL	2,034	HAZMAT VEHICLE REPLACEMENT
168,447	COUNTY DEPUTY FIRE MARSHAL		

***Cost Assumptions:**

- All Salaries updated to known MOU as of February 2019 and CALFIRE BU8 Summary Letter
- Benefits increased based on 5 year average of historical increases/decreases
- Admin Fee Per March 2019 Matrix with no change estimated
- Uniform Allowance increased and benefit calculation removed

EXHIBIT "C"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY MORENO VALLEY
DATED JULY 1, 2019

PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT

Station 2

Engine E2, RCO No. 15-836 \$ 25,800.00

Station 6

Engine E6, RCO No. 15-837 \$ 25,800.00

Station 48

Engine E48, RCO No. 07-883 \$ 25,800.00

Station 58

Engine E58, RCO No. 06-868 \$ 25,800.00

Station 65

Engine E65, RCO No. 10-802 \$ 25,800.00

Station 91

Engine E91, RCO No. 15-842 \$ 25,800.00

Station 99

Engine E99, RCO No. 12-822 \$ 25,800.00

\$ 180,600.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

Attachment: Exhibit C - 20Moreno Valley (3486 : APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the owner of said fire engine(s). All other maintenance and repairs to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, the owner of the old fire engine(s) may survey said fire engine(s) or reallocate as a second roll response fire engine.

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$516,000. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

The CITY may opt out of this Agreement at any time in writing and the costs will be prorated accordingly by fiscal year. No refunds will be provided for any prior payments. If the fire engine(s) have been titled to the COUNTY and the fire engine(s) are still within their useful life cycle, the ownership will not revert back to the CITY unless the entire Cooperative Agreement is terminated.

Attachment: Exhibit C - 20Moreno Valley (3486 : APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE

EXHIBIT "D"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, FIRE MARSHAL, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF MORENO VALLEY
DATED JULY 1, 2019**

**PAYMENT FOR ADDITIONAL SERVICES
OFFICE OF THE FIRE MARSHAL AGREEMENT**

The Fire Marshal Agreement is utilized in the event a CITY elects to fund locally direct COUNTY Fire Marshal personnel at the CITY to perform the duties of the Office of the Fire Marshal. These duties include:

For conformance with applicable laws, codes and regulations concerning fire protection and life safety -

- Review Planning and Development Cases for the CITY
- Review and inspection of construction development for the CITY
- State mandated Fire/Life Safety Inspections in accordance with Health and Safety Code 13146.1, 13146.2, 13146.3, 13217 and 13235
- Review, Permitting and Inspection of Special Events
- Investigation of fire safety complaints
- Meeting with development applicants and customers

Administrative activities -

- Creation and maintenance of forms for review and inspection of construction development and fire/life safety inspections.
- Provide information to customers on CITY Ordinances and Standards for construction
- Creation and maintenance of Information Bulletins, Technical Policies and Standards for Fire Protection in the CITY
- Provide recommendations on updating CITY Ordinances and Standards in regards to fire/life safety

In the event CITY desires an increase in the Office of the Fire Marshal duties services provides, CITY shall provide sixty (60) days written notice of the proposed increase in services. COUNTY is under no obligation to approve any requested increase. COUNTY shall render a written decision on whether to allow or deny the increase within thirty (30) days of the notice provided pursuant to this section.

It is the CITY responsibility to provide funding for all direct operating supplies for each position in accordance with COUNTY requirements and/or standards. These supplies include, but are not limited to:

- Vehicle and regular maintenance
- Training
- Office space, furniture, Code & Standard reference books, and general & field supplies

- All IT and Communication tools (such as cell phone, computer, etc.)
- Uniform costs

All costs including salaries and benefits will be included in each quarterly invoice as outlined in the Cooperative Agreement.

The CITY may opt out of this Exhibit and eliminate funding for locally direct COUNTY Fire Marshal personnel at the CITY in writing with a minimum notice of one hundred and twenty (120) days. The costs will be prorated accordingly by services provided and fiscal year.

It is the responsibility of the CITY to obtain cost recovery for the Fire Marshal services provided by these personnel for the CITY.

EXHIBIT "E"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION,
EMERGENCY MANAGEMENT, RESCUE AND MEDICAL
EMERGENCY SERVICES FOR THE CITY OF MORENO VALLEY
DATED JULY 1, 2019**

**PAYMENT FOR ADDITIONAL SERVICES
EMERGENCY MANAGEMENT DEPARTMENT EXHIBIT**

The Emergency Management Department Exhibit is utilized in the event a CITY elects to fund locally direct Emergency Management services from the COUNTY Emergency Management Department. These services may include but is not limited to the following four phases in Emergency Management:

Mitigation:

- Assist with the development of procedures and coordinate the utilization of an alert and warning system that is available to the jurisdiction that will notify citizens within the jurisdiction of impending emergencies.
- Assist with the development of procedures and coordinate the utilization of an alert and warning system that is available to the jurisdiction that will notify citizens within the jurisdiction of impending emergencies.
- Assist with the coordination and utilization of County contracts through memorandums of understanding for the jurisdiction to use during incidents, emergencies, disasters and catastrophic events. (e.g. Debris Removal & Monitoring, WebEOC, AlertRivco).
- Provide grant guidance and support.

Preparedness:

- Maintain 24/7 Duty Officer and Duty Chief Program that is available to assist jurisdiction during incidents, emergencies, disasters and catastrophic events.
- Maintain the readiness of the Riverside County Operational Area Emergency Operations Center in support to the jurisdiction during incidents, emergencies, disasters and catastrophic events.
- Provide support to facilitate exercises such as orientation, drills, table top, functional or full-scale exercises.
- Provide medical and health planning and support concerning medical countermeasures, medical facility coordination.
- Provide plan templates, technical support, general review of plans such as, Emergency Operations Plan (EOP) Base Plan, EOP Emergency Support Functional Annexes, Local Hazard Mitigation Plan (LHMP), Continuity of Operations (COOP)/Continuity of Government (COG) Plan, Recovery.
- Support the training of the jurisdiction as needed, such as Disaster Service Worker (DSW), Standardized Emergency Management System (SEMS), National Incident Management System (NIMS), Emergency Operations Center

(EOC) Section Specific, Emergency Operations Center (EOC) Position Specific, WebEOC, SALUS - The Crisis Hub, Disaster Preparedness, DisasterNet Radio.

Response:

- Support the Jurisdictions Emergency Operations Center with resource allocation and support, multi-agency and inter-agency coordination, situational awareness, contingency planning.
- If available, provide Joint Information Specialist/Joint Information Center support.
- Assistance with emergency press conferences and community meetings.
- Call center assistance when County EOC is activated.

Recovery:

- Assist with the coordination of County, State, Federal and Private Non-Profit Partners to provide assistance and guidance concerning actions that are consistent with the National Disaster Recovery Framework.
- Make recommendations and provide guidance to jurisdiction on when it is appropriate to proclaim a local proclamation of an emergency.
- Coordinate the collection of initial damage estimates in anticipation of a potential State and Federal Preliminary Damage Assessment (PDA) official visit to validate eligible recovery costs.
- The coordination of applicants' briefings, kick-off meetings, etc. between the jurisdiction and the State and Federal partners, as necessary.

EOC Subject Matter Expert (SME), if available (City encounters isolated event in the Operational Area), one EOC SME for a 12-hour operational period to assist the EOC Director with the guidance of response activities.

Emergency Management Annual Fee of \$20,000 will be billed quarterly at \$5,000 each quarter. The EOC Subject Matter Expert \$1,000 per 12-hour operational period will be billed upon usage of service in each quarter. A credit for EMD services allocated in the Fire Department Cost Allocation plan will be shown on the annual Exhibit A and quarterly invoices.

The CITY may opt out of this Exhibit and eliminate funding for locally direct COUNTY Emergency Management Department services in writing with a minimum notice of one hundred and twenty (120) days. The costs and allocation credit will be prorated accordingly by services provided and the fiscal year.

It is the responsibility of the CITY to obtain cost recovery for the Emergency Management Department services provided for the CITY.



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 21, 2019

TITLE: AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO. FOR ITS DEPLOYMENT PHASE 1B (PROJECT 808 0015) AND DYNAMIC TRAVELER ALERT MESSAGE BOARDS (PROJECT 808 0016) PROJECTS

RECOMMENDED ACTION

Recommendations:

1. Reject the bid from Elecnor Belco Electric, Inc., for being non-responsive, waive any and all minor irregularities, and declare the bid by Ferreira Coastal Construction Co., 10370 Commerce Center Drive, Suite B-200, Rancho Cucamonga, CA 91730, to be the lowest responsible and responsive bid for the construction of the ITS Deployment Phase 1B and Dynamic Traveler Alert Message Boards projects, and reject all other bids;
2. Award a construction contract to Ferreira Coastal Construction Co. for the aforementioned projects in the amount of \$1,983,558.00 and authorize the City Manager to execute the contract;
3. Authorize the issuance of a Purchase Order to Ferreira Coastal Construction Co. in the amount of \$2,181,913.80 (\$1,983,558 bid amount plus a 10% contingency) when the contract has been signed by all parties; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract, not to exceed the contingency amount.

SUMMARY

This report recommends approval of a contract with Ferreira Coastal Construction Co. for the construction of the ITS Deployment Phase 1B and Dynamic Traveler Alerts

Message Boards projects. The projects are funded by federal Congestion Mitigation Air Quality (CMAQ) funds, with local match provided by Measure A and development impact fees. These projects are consistent with the City’s Momentum MoVal Strategic Plan.

DISCUSSION

In 2014, Moreno Valley was awarded federal funding to construct the following projects:

- 1) **ITS Deployment Phase 1B:** Add 55 intersections to the City’s Advanced Traffic Management System (ATMS), which is operated in the City’s Transportation Management Center (TMC). Arterials included in the project are Ironwood Avenue, Heacock Street, Perris Boulevard, and Lasselle Street.
- 2) **Dynamic Traveler Alert Message Boards:** Install three Dynamic Message Signs to display messages to drivers about driving conditions, at the following locations:
 - a) Perris Boulevard south of Cactus Avenue, for northbound traffic
 - b) Cactus Avenue east of Frederick Street, for westbound traffic
 - c) Alessandro Boulevard east of Frederick Street, for westbound traffic

The two projects are being constructed under one contract because the second project relies on the communication system being installed by the first project, and to take advantage of economies of scale.

The federal environmental clearance process was completed in 2017, and authorization to proceed with construction through the California Department of Transportation (Caltrans) review process was received in July 2018. The procurement of City-furnished items required for the projects (traffic signal controller cabinets and Cisco fiber optic network switches) was approved by the City Council in October 2018.

The project was advertised for construction on March 7, 2019 within the City’s PlanetBids online bidding system. Formal bidding procedures were followed in accordance with the Public Contract Code. To maximize bidding opportunities for both prime contractors and Disadvantaged Business Enterprise (DBE) subcontractors, advertisements were placed in a newspaper of general circulation and several minority business newspapers. The bidding period closed on April 8, 2019. Six bids were received as follows:

<u>CONTRACTORS</u>	<u>Base Bid + Additive Alt. Bids</u>
1. Ferreira Coastal Construction Co.	\$2,116,821.00
2. Alfaro	\$2,197,327.00
3. Crosstown	\$2,268,695.75
4. DBX, Inc.	\$2,417,531.00
5. Select Electric, Inc.	\$2,445,567.00
6. Elecnor Belco Electric, Inc.	Not responsive

The bid by Elecnor Belco Electric was reviewed and found to be non-responsive due to the bidder not providing required DBE information.

The engineer's estimate for the base bid items and all bid additive items is \$2,000,486. The lowest responsible bidder was determined by comparing the cumulative total for all base and additive alternative bid items as stipulated in the bidding documents.

Staff has reviewed the bid by Ferreira Coastal Construction Co. and determined that they are the lowest responsive and responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of their references.

Staff recommends award of the construction contract to Ferreira Coastal Construction Co. for the base bid items only (construction value \$1,983,558). Staff also recommends the authorization of a 10% contingency amount (\$198,355.80). This is recommended to allow rapid response and avoid unnecessary construction delays that typically result in contractor change orders for any unforeseen circumstances encountered during construction. As this project requires significant underground work, there is a high probability of unforeseen conflicts with unmarked utilities.

Approval of the recommended actions will support Objective 4.9 of the Momentum MoVal Strategic Plan, "Expand upon existing Intelligent Transportation Systems."

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely completion of the TMC ITS Phase 1B and Dynamic Traveler Alert Message Boards projects, thereby improving safety and mobility for Moreno Valley's constituents.*
2. Do not approve staff's recommended actions. *This alternative will delay project delivery and potentially jeopardize project grant funding, and likely result in a rebidding process with high bids.*

FISCAL IMPACT

The project is funded by the Congestion Mitigation Air Quality (CMAQ) federal program, Mobile Source Air Pollution Reductions Review Committee (MSRC), and local match (DIF Signals and Measure A). There is no impact to the General Fund.

Staff recommends allocating additional DIF Traffic Signals funds in the amount of \$324,000 to have sufficient funds to award the contract now. The Riverside County Transportation Commission (RCTC) has agreed, in writing, to provide an additional \$107,000 in CMAQ funds, and the allocation of this funding is currently in progress. Once the CMAQ grant funds are officially awarded to the City, staff will ask for Council’s approval to accept the additional funds. At that time, a budget amendment can be done to allocate the CMAQ funds and proportionally reduce the additional DIF Traffic Signals project contribution (from \$324,000 to \$217,000). This approach allows the project to proceed to construction immediately and avoids rebidding the project that will likely result in higher bids.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 18/19 Budget	Proposed Adjustments	FY 18/19 Amended Budget
CIP – DIF	2902	2902-99-95-92902-903302	EXP	\$0	\$324,000	\$324,000
Traffic Signals	3302	3302-99-99-93302-802902	REV	\$0	\$324,000	\$324,000
CIP – DIF	3302	3302-70-76-80008-720199	EXP	\$1,153,931	\$324,000	\$1,477,931
Traffic Signals		808 0015-3302-99		\$30,521	\$173,100	\$203,621
		808 0016-3302-99		\$10,200	\$150,900	\$161,100

AVAILABLE FUNDS FOR CONSTRUCTION:

Capital Projects Grants

(Account No. 2301-70-76-80008, Project No. 808 0015-2301)	\$ 1,697,962
(Account No. 3302-70-76-80008, Project No. 808 0015-3302).....	\$ 173,100
(Account No. 2301-70-76-80008, Project No. 808 0016-2301)	\$ 377,169
(Account No. 3302-70-76-80008, Project No. 808 0016-3302).....	\$ 161,100
Total	\$ 2,409,331

ESTIMATED PROJECT-RELATED COSTS:

Project administration*	\$ 200,000
City-Furnished Equipment.....	\$ 27,395
Construction	\$ 2,181,914
Total	\$2,409,309

**Includes inspection, plans and bidding documents review and approval, printing, and other miscellaneous costs.*

NOTIFICATION

Publication of agenda

PREPARATION OF STAFF REPORT

Prepared By:
John Kerenyi, P.E.
Senior Engineer

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

Concurred By:

Eric Lewis, P.E., T.E.
Transportation Division Manager/City Traffic Engineer

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

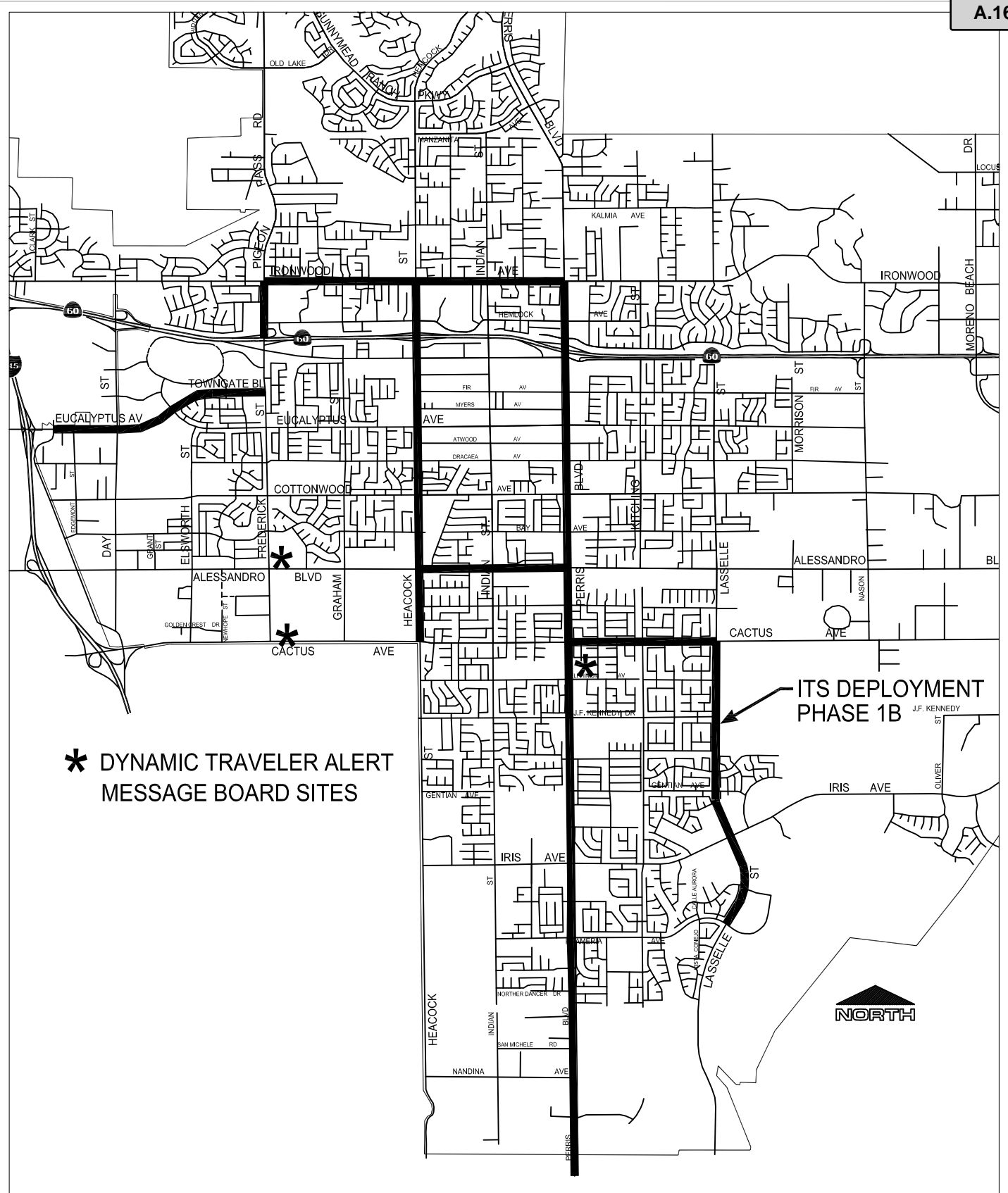
Objective 4.9: Expand upon existing Intelligent Transportation Systems.

ATTACHMENTS

- 1. Location Map
- 2. Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/14/19 2:26 PM
City Attorney Approval	<u>✓ Approved</u>	5/13/19 3:58 PM
City Manager Approval	<u>✓ Approved</u>	5/14/19 4:09 PM

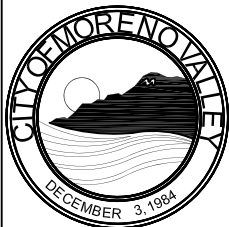


* DYNAMIC TRAVELER ALERT MESSAGE BOARD SITES

ITS DEPLOYMENT PHASE 1B



LOCATION MAP



Public Works Department
Transportation Division

ITS DEPLOYMENT PHASE 1B DYNAMIC TRAVELER ALERT MESSAGE BOARDS

CITY OF MORENO VALLEY
Project No. 808 0015/0016—CML 5441(063) and CML 5441(065)

Agreement No. _____

AGREEMENT

ITS DEPLOYMENT PHASE 1B

Various Locations Along Ironwood Ave, Perris Blvd, Heacock St, Lasselle St, and others
PROJECT NO. 808 0015/CML 5441(065)

and

DYNAMIC TRAVELER ALERT MESSAGE BOARDS

On Perris Blvd s/o Cactus Ave, on Alessandro Blvd e/o Frederick St, and on Cactus Ave
e/o Frederick St
PROJECT NO. 808 0016/CML 5441(063)

THIS Agreement, effective as of the date signed by the City of Moreno Valley, is by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Ferreira Construction Inc. dba Ferreira Coastal Construction Co.**, 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. Any and all Contract Change Orders issued after execution of this Agreement
- C. Governmental approvals, including, but not limited to, permits required for the Work
- D. Addenda Nos. 1 inclusive, issued prior to the opening of the Bids
- E. The bound Contract Documents including 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
- H. Project Plans
- I. City Standard Plans
- J. Caltrans Standard Plans
- K. Other Agency Standard Plans
- L. Contractor's Certificates of Insurance and Additional Insured Endorsements
- M. Contractor's Labor and Materials Payment Bond
- N. Contractor's Faithful Performance Bond
- O. Contractor's Bidder's Proposal, Subcontractor Listing, Material Supplier Listing
- P. Bidder's DBE Commitment Form
- Q. City of Moreno Valley Supplementary General Conditions
- R. City of Moreno Valley Caltrans Contractor Supplementary General Conditions

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

A. None

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 set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items awarded by the City is **One Million Nine Hundred Eighty Three Thousand Five Hundred Fifty Eight and 00/100 Dollars (\$1,983,558.00)** ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

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

5. CONTRACT TIME.

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

Base Bid	120 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 and Notice to Proceed with Order of Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **(120) Working Days for the Base Bid**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the

order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders). Working days will run concurrently for the two projects.

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials within **Ten (10) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

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

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

6. LIQUIDATED DAMAGES AND CONTROL OF WORK

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

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$1,800.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

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

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

7. INSURANCE.

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

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

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or

3. substitute endorsements providing equivalent coverage, approved by the City.

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

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

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

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

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

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
 - (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and

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

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

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

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

(x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

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

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

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

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

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

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

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California

Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

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

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

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

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least 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 (MVHA), and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or

investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor (“Indemnity Claims”). Such Indemnity Claims include, but are not limited to, claims for:

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

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 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.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or

under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

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

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

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

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

**Ferreira Construction Co. Inc. dba
Ferreira Coastal Construction Co.**

BY: _____
Thomas M DeSantis, 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 (3480) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

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

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

Attachment: Agreement (3480) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

CONTRACTOR'S BONDS

Attachment: Agreement (3480 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

CONTRACTOR'S BOND
00600

CITY OF MORENO VALLEY
Project No. 808 0015/0016—CML 5441(063) and CML 5441(065)

BOND NO. _____

PREMIUM \$ _____

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

**ITS DEPLOYMENT PHASE 1B
Various Locations Along Ironwood Ave, Perris Blvd, Heacock St, Lasselle St, and others
PROJECT NO. 808 0015/CML 5441(065)**

and

**DYNAMIC TRAVELER ALERT MESSAGE BOARDS
On Perris Blvd s/o Cactus Ave, on Alessandro Blvd e/o Frederick St, and on Cactus Ave e/o
Frederick St
PROJECT NO. 808 0016/CML 5441(063)**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 808 0015 and 808 0016**, and all Contract Documents are hereby referred to and made a part hereof; and

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

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

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

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

FAITHFUL PERFORMANCE BOND
00601-1

Attachment: Agreement (3480) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

own attorneys' fees in the litigation.

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

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement (3480 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

BOND NO. _____

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

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California
County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

DESCRIPTION OF THE ATTACHED DOCUMENT

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

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

Attachment: Agreement (3480) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

CITY OF MORENO VALLEY
Project No. 808 0015/0016—CML 5441(063) and CML 5441(065)

BOND NO. _____

PREMIUM \$ _____

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

**ITS DEPLOYMENT PHASE 1B
Various Locations Along Ironwood Ave, Perris Blvd, Heacock St, Lasselle St, and others
PROJECT NO. 808 0015/CML 5441(065)**

and

**DYNAMIC TRAVELER ALERT MESSAGE BOARDS
On Perris Blvd s/o Cactus Ave, on Alessandro Blvd e/o Frederick St, and on Cactus Ave e/o
Frederick St
PROJECT NO. 808 0016/CML 5441(063)**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 808 0015 and 808 0016**, and Contract Documents are hereby referred to and made a part hereof; and

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

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

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

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the

PAYMENT BOND
00602-1

Attachment: Agreement (3480) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

CITY OF MORENO VALLEY
Project No. 808 0015/0016—CML 5441(063) and CML 5441(065)

Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

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

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement (3480 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

BOND NO. _____

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

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20_____

City Attorney
City of Moreno Valley

NOTE:

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND
SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

Attachment: Agreement (3480) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

**CITY OF MORENO VALLEY
SUPPLEMENTARY GENERAL CONDITIONS**

The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

- (1) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- (2) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- (3) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- (4) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- (5) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (6) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (7) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- (8) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- (9) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a

copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

- (10) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- (12) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- (13) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

City of Moreno Valley

BY: _____
Thomas M. DeSantis, City Manager

DATE: _____

**Ferreira Construction Co. Inc. dba
Ferreira Coastal Construction Co.**

BY: _____

TITLE: _____
(Select only one please)
(President or Vice President)

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

<u>INTERNAL USE ONLY</u>	
Approve as to Legal Form:	
_____ City Attorney	
_____ Date	
Recommended for Approval:	
_____ Public Works Director/City Engineer	
_____ Date	

Attachment: Agreement (3480 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

CITY OF MORENO VALLEY
CALTRANS CONTRACTOR
SUPPLEMENTARY GENERAL CONDITIONS

The following provisions, pursuant to Caltrans Local Assistance Procedures Manual Chapter 12, Exhibit 12-G, as it may be amended from time to time, are included in the Agreement. 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.

- A. This contract is between the following named, hereinafter referred to as, CONTRACTOR and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the “CONTRACTOR” is as follows:

Ferreira Construction Co. Inc. dba Ferreira Coastal Construction Co

10370 Commerce Center Drive, Suite B-200

Rancho Cucamonga, CA 91730

Incorporated in the State of California

The Project Manager for the “CONTRACTOR” will be Rusty Moore

The name of the “LOCAL AGENCY” is as follows:

THE CITY OF MORENO VALLEY

The Contract Administrator for LOCAL AGENCY will be the **Public Works Director/City Engineer** or his/her designee.

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low

bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request

to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the

Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute.

2. *BID OPENING*

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

3. *BID RIGGING*

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. *CONTRACT AWARD*

If the Agency awards the contract, the award is made to the lowest responsible bidder.

5. *CONTRACTOR LICENSE*

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. *CHANGED CONDITIONS*

6.1. *Differing Site Conditions*

- 6.1.1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

- 6.1.2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- 6.1.3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- 6.1.4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

6.2. *Suspensions of Work Ordered by the Engineer*

- 6.2.1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request
for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- 6.2.2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
- 6.2.3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- 6.2.4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

6.3. *Significant Changes in the Character of Work*

- 6.3.1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- 6.3.2. If the alterations or changes in quantities significantly change the character of

the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

- 6.3.3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- 6.3.4. The term “significant change” shall be construed to apply only to the following circumstances:
- 6.3.4.1. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- 6.3.4.2. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work as stated in original contract after the contract has been approved by the attorney appointed and authorized to represent the LOCAL AGENCY.

This work shall be diligently prosecuted to completion before the expiration of 120 WORKING DAYS as stated in original contract beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the LOCAL AGENCY the sum of \$1,800.00 per working day, for each and every working day's delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. *QUALITY ASSURANCE*

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

10. *PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS*

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. *FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS (Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS) (ATTACHED)*

12. *WAGE DECISION APPLICABLE TO THE WORK (ATTACHED)*

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

General Decision Number: CA190025 02/15/2019 CA25

Superseded General Decision Number: CA20180036

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/15/2019

ASBE0005-002 07/01/2018

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 39.72	20.81
Fire Stop Technician (Application of Firestopping		

Attachment: Agreement (3480 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 27.92	18.31
--	----------	-------

ASBE0005-004 07/02/2018

	Rates	Fringes
--	-------	---------

Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 19.93	11.72
--	----------	-------

BOIL0092-003 03/01/2018

	Rates	Fringes
--	-------	---------

BOILERMAKER.....	\$ 44.07	33.52
------------------	----------	-------

* BRCA0004-011 05/01/2018

	Rates	Fringes
--	-------	---------

BRICKLAYER; MARBLE SETTER.....	\$ 40.39	13.65
--------------------------------	----------	-------

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 07/01/2017

	Rates	Fringes
--	-------	---------

MARBLE FINISHER.....	\$ 30.93	12.95
TILE FINISHER.....	\$ 25.98	11.23
TILE LAYER.....	\$ 37.76	16.37

BRCA0018-010 09/01/2017

	Rates	Fringes
--	-------	---------

TERRAZZO FINISHER.....	\$ 29.75	12.91
TERRAZZO WORKER/SETTER.....	\$ 36.75	13.82

CARP0409-001 07/01/2018

	Rates	Fringes
--	-------	---------

CARPENTER (1) Carpenter, Cabinet		
-------------------------------------	--	--

Attachment: Agreement (3480) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

Installer, Insulation		
Installer, Hardwood Floor		
Worker and acoustical		
installer.....	\$ 41.84	19.17
(2) Millwright.....	\$ 42.91	19.17
(3) Piledrivermen/Derrick		
Bargeman, Bridge or Dock		
Carpenter, Heavy Framer,		
Rock Bargeman or Scowman,		
Rockslinger, Shingler		
(Commercial).....	\$ 42.54	19.17
(4) Pneumatic Nailer,		
Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17
(7) Table Power Saw		
Operator.....	\$ 40.93	19.17

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

 CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "Rates" column are per day

 CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

 ELEC0440-001 01/01/2018

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN.....	\$ 39.77	23.24
INTELLIGENT TRANSPORTATION		

Attachment: Agreement (3480 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

SYSTEMS

Electrician.....	\$ 36.99	3%+23.18
Technician.....	\$ 27.75	3%+23.18

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.

Zone B:Any work performed in Zone (B) shall add \$12.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south begining at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

ELEC0440-004 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 33.09	15.89
Technician.....	\$ 33.09	15.89

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

* ELEC1245-001 01/01/2019

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 56.79	17.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons		

Attachment: Agreement (3480 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

and below), overhead &
underground distribution
line equipment).....\$ 45.36 16.24
(3) Groundman.....\$ 34.68 15.86
(4) Powderman.....\$ 49.55 3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.58	34.125

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly
rate as vacation pay credit for employees with more than 5
years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,
Labor Day, Veterans Day, Thanksgiving Day, Friday after
Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 46.65	25.25

Attachment: Agreement (3480) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25
GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types -

drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or

similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units -

single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Creter crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar

type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck);

Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state

line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of

Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

IRON0377-002 01/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 32.58	23.41
Ornamental, Reinforcing and Structural.....	\$ 39.00	32.05

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

Attachment: Agreement (3480) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

LABO0300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2018

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 42.18	18.27
GROUP 2.....	\$ 41.23	18.27
GROUP 3.....	\$ 37.69	18.27

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2018

	Rates	Fringes
Laborers: (HORIZONTAL		
DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 35.70	14.03
(2) Vehicle Operator/Hauler.	\$ 35.87	14.03
(3) Horizontal Directional		
Drill Operator.....	\$ 37.72	14.03
(4) Electronic Tracking		
Locator.....	\$ 39.72	14.03

Laborers: (STRIPING/SLURRY SEAL)

GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1184-002 07/01/2018

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 40.19	19.07
GROUP 2.....	\$ 40.51	19.07
GROUP 3.....	\$ 40.97	19.07
GROUP 4.....	\$ 41.66	19.07
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

Attachment: Agreement (3480) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete

core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabetender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO1184-004 07/01/2018

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LABO1414-001 08/08/2018

Attachment: Agreement (3480) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 33.82	19.40
PLASTER TENDER.....	\$ 36.37	19.40

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2018

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 27.59	14.92
(2) All Other Work.....	\$ 31.12	15.04

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 10/01/2018

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 40.18	19.22

PAIN0036-015 06/01/2018

	Rates	Fringes
GLAZIER.....	\$ 42.20	25.50

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 05/01/2018

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.85	14.56

PLAS0200-009 08/01/2018

	Rates	Fringes
PLASTERER.....	\$ 36.86	18.00

PLAS0500-002 07/01/2018

	Rates	Fringes
--	-------	---------

CEMENT MASON/CONCRETE FINISHER...\$ 35.75 22.48

 PLUM0016-001 09/01/2018

Rates Fringes

PLUMBER/PIPEFITTER

Plumber and Pipefitter
 All other work except
 work on new additions and
 remodeling of bars,
 restaurant, stores and
 commercial buildings not
 to exceed 5,000 sq. ft.
 of floor space and work
 on strip malls, light
 commercial, tenant
 improvement and remodel
 work.....\$ 50.13 22.16
 Work ONLY on new additions
 and remodeling of bars,
 restaurant, stores and
 commercial buildings not
 to exceed 5,000 sq. ft. of
 floor space.....\$ 48.58 21.18
 Work ONLY on strip malls,
 light commercial, tenant
 improvement and remodel
 work.....\$ 37.10 19.51

 PLUM0078-001 07/01/2016

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter.\$ 44.16 25.19
 Sewer & Storm Drain Work....\$ 44.16 25.19

 ROOF0036-002 08/01/2018

Rates Fringes

ROOFER.....\$ 38.12 16.97

FOOTNOTE: Pitch premium: Work on which employees are exposed
 to pitch fumes or required to handle pitch, pitch base or
 pitch impregnated products, or any material containing coal
 tar pitch, the entire roofing crew shall receive \$1.75 per
 hour "pitch premium" pay.

 SFCA0669-002 04/01/2018

Rates Fringes

SPRINKLER FITTER.....\$ 39.73 21.90

 SHEE0105-003 01/01/2019

LOS ANGELES (South of a straight line drawn between Gorman and

Attachment: Agreement (3480) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 44.28	28.46
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort....	\$ 44.28	28.46

TEAM0011-002 07/01/2018

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 30.59	28.59
GROUP 2.....	\$ 30.74	28.59
GROUP 3.....	\$ 30.87	28.59
GROUP 4.....	\$ 31.06	28.59
GROUP 5.....	\$ 31.09	28.59
GROUP 6.....	\$ 31.12	28.59
GROUP 7.....	\$ 31.37	28.59
GROUP 8.....	\$ 31.62	28.59
GROUP 9.....	\$ 31.82	28.59
GROUP 10.....	\$ 32.12	28.59
GROUP 11.....	\$ 32.62	28.59
GROUP 12.....	\$ 33.05	28.59

WORK ON ALL MILITARY BASES:
PREMIUM PAY: \$3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

Attachment: Agreement (3480 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

Attachment: Agreement (3480) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

Attachment: Agreement (3480 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO FERREIRA COASTAL CONSTRUCTION CO.



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 21, 2019

TITLE: APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY FACILITIES DISTRICTS FOR FISCAL YEAR 2019/20

RECOMMENDED ACTION

Recommendations:

1. As the legislative body of the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2019-____, a Resolution of the City Council of the City of Moreno Valley, California, Approving the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) Maximum and Applied Special Tax Rates for Fiscal Year 2019/20, and Calculation Thereof.
2. As the legislative body of Moreno Valley Community Facilities District No. 4-Maintenance, adopt Resolution No. 2019-____, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Community Facilities District No. 4-Maintenance of the City of Moreno Valley Maximum and Applied Special Tax Rates For Fiscal Year 2019/20, and Calculation Thereof.
3. As the legislative body of Community Facilities District No. 5, adopt Resolution No. 2019-____, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Community Facilities District No. 5 of the City of Moreno Valley Maximum and Applied Special Tax Rates for Fiscal Year 2019/20, and Calculation Thereof.
4. As the legislative body of Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley, adopt Resolution No. 2019-____, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Improvement Area No. 1 of Community Facilities District

No. 7 of the City of Moreno Valley Maximum and Applied Special Tax Rates For Fiscal Year 2019/20, and Calculation Thereof.

5. As the legislative body of Community Facilities District No. 87-1 (Towngate), adopt Resolution No. 2019-____, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Community Facilities District No. 87-1 Maximum and Applied Special Tax Rates for Fiscal Year 2019/20, and Calculation Thereof.
6. As the legislative body of Improvement Area No. 1 of Community Facilities District No. 87-1, adopt Resolution No. 2019-____, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Improvement Area No. 1 of Community Facilities District No. 87-1 of the City of Moreno Valley Maximum and Applied Special Tax Rates for Fiscal Year 2019/20, and Calculation Thereof.
7. Authorize the Chief Financial Officer to adjust the proposed special tax rates in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax does not exceed the maximum special tax and is in compliance with the Rate and Method of Apportionment of Special Tax for the district.

SUMMARY

This report recommends adoption of the proposed resolutions, which approve the calculation and set the fiscal year (FY) 2019/20 maximum and applied special tax rates against real property included within each Community Facilities District (CFD) administered by the City. Adoption of the resolutions also acknowledges the filing of annual reports for each CFD.

The FY 2019/20 proposed special taxes are a continuation of the special taxes currently, or authorized to be, levied on the property tax roll. The maximum special tax rates are proposed to increase only by an annual adjustment, provided the qualified electors (property owners or registered voters) previously approved such adjustment and only to the extent provided for in the governing documents for each CFD. The applied special tax rates are not proposed to increase beyond the maximum special tax rates.

Revenue received from the special tax funds maintenance and administrative expenses for the service CFDs or debt service and administrative expense requirements for the bonded CFDs. Funds collected for each CFD are restricted and can only be used within the CFD for the purposes for which they are collected. The Finance Subcommittee was scheduled to review the proposed FY 2019/20 maximum and applied special tax rates at its March 26, 2019 meeting.

DISCUSSION

The Mello-Roos Community Facilities Act of 1982 (the “Act”) allows the formation of CFDs to fund the operation and maintenance of public improvements and/or finance the construction of public infrastructure improvements. The City is the legislative body of six CFDs. Two CFDs are used to fund services and programs while four were used to finance the installation of public infrastructure related to the development within the district.

At district formation, or at the time of annexation into the district, the qualified electors authorized the City to levy a special tax on the property tax roll of properties within the CFD to fund the purposes of the district. Prior to levying the special taxes onto the property tax roll each year, the City must adopt a resolution (Attachments 1 through 6) which sets the maximum and applied special tax rates, approves the calculation of the rates, and approves an Annual Special Tax Report (“Report”) for each CFD. Boundary maps of each CFD are included as Attachment 7.

The special taxes are calculated based on the Rate and Method of Apportionment (RMA), which was approved by the qualified electors. The RMA defines the special tax formula (e.g. rate of annual adjustment, if any, etc.), eligible uses of the special tax revenue, and how the special tax is apportioned to properties within the district. Revenue received for each CFD is restricted and can only be used for the purposes for which it is collected.

The maximum special tax is the maximum amount the City can levy on the property tax roll for the CFD. The applied special tax is the amount that is actually levied on the property tax roll. It is the amount necessary to fund the purpose of the district, including administration and reserves, for the upcoming fiscal year. The proposed applied special taxes do not exceed the proposed maximum special taxes.

The service CFDs were established to provide a funding source for the operation and maintenance of public facilities. The districts provide the property owners with a mechanism to fund the ongoing maintenance of public improvements and provision of services, a requirement for the development of their property. These services and programs include maintenance and operation of certain public landscaping, operation and maintenance of street lighting, and maintenance of certain storm drain facilities. The maximum and applied special taxes proposed for FY 2019/20 were calculated based on each district’s special tax formula and individual needs for the upcoming fiscal year and are summarized below.

SERVICE CFDs							
District	Purpose	FY 2018/19		Proposed FY 2019/20		Maximum Tax Annual Adjustment ¹	Change in Applied Rate
		Maximum Special Tax	Applied Special Tax	Maximum Special Tax ¹	Applied Special Tax		
CFD No. 2014-01 (Maintenance Services)	² Maintenance & operation of street lights and public landscaping						
Tax Rate Area LM-01	Residential Landscaping Service Level ³	per parcel		per parcel		5.00%	
Tax Rate Area LM-01(A)	-	\$ 17.23	\$ -	\$ 18.09	\$ -		\$ -
Tax Rate Area LM-01(B)	-	\$ 51.73	\$ -	\$ 54.31	\$ -		\$ -
Tax Rate Area LM-01(C)	⁴ Level 1	\$ 94.86	\$ -	\$ 99.60	\$ 99.60		\$ 99.60
Tax Rate Area LM-01(D)	-	\$ 155.24	\$ -	\$ 163.00	\$ -		\$ -
Tax Rate Area LM-01(E)	-	\$ 232.87	\$ -	\$ 244.51	\$ -		\$ -
Tax Rate Area LM-01(F)	-	\$ 327.75	\$ -	\$ 344.13	\$ -		\$ -
Tax Rate Area LM-01(G)	⁴ Level 1	\$ 439.89	\$ -	\$ 461.88	\$ 62.66		\$ 62.66
Tax Rate Area LM-01(H)	Level 1	\$ 569.26	\$ 219.00	\$ 597.72	\$ 357.02		\$ 138.02
Tax Rate Area LM-01(I)	⁴ Level 1	\$ 715.92	\$ 193.00	\$ 751.71	\$ 63.74		\$ (129.26)
Tax Rate Area LM-01(J)	-	\$ 879.81	\$ -	\$ 923.80	\$ -		\$ -
Tax Rate Area LM-01(K)	⁴ Level 1	\$ 1,060.94	\$ 306.00	\$ 1,113.98	\$ 187.94		\$ (118.06)
Tax Rate Area LM-01(L)	-	\$ 1,259.33	\$ -	\$ 1,322.29	\$ -		\$ -
Tax Rate Area LM-01(M)	-	\$ 1,474.97	\$ -	\$ 1,548.71	\$ -		\$ -
Tax Rate Area LM-01(N)	-	\$ 1,707.86	\$ -	\$ 1,793.25	\$ -		\$ -
Tax Rate Area LM-01(O)	-	\$ 1,958.00	\$ -	\$ 2,055.90	\$ -		\$ -
Tax Rate Area LM-01(P)	-	\$ 2,225.41	\$ -	\$ 2,336.68	\$ -		\$ -
Tax Rate Area LM-01(Q)	-	\$ 2,510.05	\$ -	\$ 2,635.55	\$ -		\$ -
Tax Rate Area LM-01(R)	-	\$ 2,811.95	\$ -	\$ 2,952.54	\$ -		\$ -
Tax Rate Area LM-01(S)	-	\$ 3,131.10	\$ -	\$ 3,287.65	\$ -		\$ -
Tax Rate Area LM-01(T)	-	\$ 3,467.48	\$ -	\$ 3,640.85	\$ -		\$ -
Tax Rate Area LM-02	Non-Residential	per proportional front footage		per proportional front footage		5.00%	
Tax Rate Area LM-02A	Level 1	\$ 13.28	\$ 7.40	\$ 13.94	\$ 5.60		\$ (1.80)
Tax Rate Area LM-02B	Level 1	\$ 6.63	\$ 1.52	\$ 6.96	\$ 1.55		\$ 0.03
Tax Rate Area LM-02C	-	\$ 16.36	\$ -	\$ 17.17	\$ -		\$ -
Tax Rate Area SL-01	Residential Street Lighting	per parcel		per parcel		5.00%	\$ (17.00)
		\$ 239.91	\$ 81.10	\$ 251.90	\$ 64.10		
Tax Rate Area SL-02	Non-Residential Street Lighting	per proportional front footage		per proportional front footage		5.00%	\$ (0.03)
		\$ 3.93	\$ 1.24	\$ 4.12	\$ 1.21		
CFD No. 4-M (Centerpointe)	^{5,6} Maintenance of certain storm drain facilities	per square foot		per square foot		1.213%	\$ 0.000407
		\$ 0.010560	\$ 0.004413	\$ 0.010688	\$ 0.004820		

²Subject to an annual escalation factor based on the greater of the increase in the annual percentage change in the CPI or five percent (5%).

³Level 1 = 4-week rotation. The provision of public landscape maintenance services is subject to the availability of sufficient funding from the collection of special tax revenue within each Tax Rate Area of the CFD. There are sufficient resources to provide the services at the City's highest frequency of service (Level 1).

⁴The anticipated service level once the City assumes the public landscaping for maintenance.

⁵Subject to an annual adjustment based on the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the calendar year, which ends in the previous FY.

⁶Use of unassigned reserves to reduce applied special tax.

The table below lists the bonded CFDs, which were formed to finance public infrastructure on behalf of developing properties within the district's boundaries. It also includes the proposed maximum and applied special tax for FY 2019/20. The public improvements financed were those required as part of a project's development. The special tax provides a revenue stream for the annual administrative expense and debt service requirements of the bonds. Each district's RMA also allows for replenishment of reserves and collection for anticipated delinquencies.

BONDED CFDs							
District	Purpose	FY 2018/19		Proposed FY 2019/20		Maximum Tax	
		Maximum Special Tax	Applied Special Tax	Maximum Special Tax ¹	Applied Special Tax	Annual Adjustment ¹	Change in Applied Rate
CFD No. 5 (Stoneridge) ²	Financing public improvements	per acre		per acre			
Developed		\$ 13,509.25	\$ 13,509.25	\$ 13,779.43	\$ 13,779.43	2.00%	\$ 270.18
Undeveloped	\$ 13,509.25	\$ 11,594.16	\$ 13,779.43	\$ 8,873.20	2.00%	\$ (2,720.96)	
IA No. 1 of CFD No. 7 ³	Financing public improvements	per acre		per acre			
Developed		\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	0.00%	\$ -
Undeveloped	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	0.00%	\$ -	
CFD No. 87-1 (Towngate) ⁴	Financing public improvements	per acre		per acre			
		\$ 11,500.00	\$ -	\$ 11,500.00	\$ -	0.00%	\$ -
CFD No. 87-1 IA1 (Towngate) ⁴	Financing public improvements	per acre		per acre			
Area 1		\$ 4,450.00	\$ 826.22	\$ 4,450.00	\$ 806.41	0.00%	\$ (19.81)
Area 2		\$ 3,850.00	\$ 727.45	\$ 3,850.00	\$ 710.00	0.00%	\$ (17.45)

¹Maximum rates are based on a predetermined formula as outlined in the Rate and Method of Apportionment for each CFD. The Annual Adjustment Rate was approved by the Qualified Electors (landowners or registered voters).

²Subject to an annual adjustment of the Maximum Special Tax equal to two percent (2%).

³Area Drainage Plan (ADP) fees allocated to this district, in accordance with the ADP Agreement (see the Report), fully offsets the 2019/20 Special Tax Requirement.

⁴Tax Increment, in accordance with the Agency Towngate Agreement (see the Report) fully or partially offsets the special tax requirement.

An Annual Special Tax Report for each CFD is on file in the office of the Chief Financial Officer/City Treasurer. Each report includes a description of the formation proceedings, identification of participating parcels, and the proposed maximum and applied special taxes per parcel to be levied on the property tax roll for FY 2019/20. Reports for the service CFDs also include a description of the improvements being maintained and estimated operational and administrative costs to provide the service. The reports for the bonded CFDs also include debt service and administrative requirements.

California Government Code Section 53411 ("Government Code") requires the filing of an Annual Bond Accountability Report with the legislative body of the bonded districts. The Annual Bond Accountability Report is included within the Report for each bonded district.

This action meets the Strategic Plan Priorities by providing the financial resources to manage and maximize Moreno Valley's public infrastructure to ensure an excellent quality of life.

ALTERNATIVES

1. Adopt the proposed resolutions and recommended actions as presented. *Staff recommends this alternative as it will allow for the collection of revenue necessary to fund services and/or satisfy debt service obligations of the CFDs. It is also consistent with the Act and Government Code.*

2. Do not adopt the proposed resolutions and do not approve the recommended actions. *Staff does not recommend this alternative, as it may prevent the City from meeting the County of Riverside's deadline to include the special taxes on the FY 2019/20 property tax roll and leave the CFDs without sufficient revenue to fund services and/or satisfy debt service obligations of the CFDs. For the service CFDs, services may need to be reduced or eliminated. For bonded CFDs, the Reserve Funds may be used to cover the shortfall for principal and interest payments. However, this would result in a significant filing and impact the City's reputation in the bond market, affecting future bond sales. Furthermore, failure to file the Reports is a violation of the Act and Government Code.*
3. Do not adopt the proposed resolutions and recommended actions, but rather continue the item to a future regular City Council meeting. *Staff does not recommend this alternative, as it may prevent the City from meeting the County of Riverside's deadline to include the special taxes on the FY 2019/20 property tax roll without incurring additional costs.*

FISCAL IMPACT

Property owners pay the special tax as part of their annual property tax bill. The special tax, including annual adjustments where applicable, has been approved by the affected qualified electors through prior proceedings. There is no fiscal impact to the General Fund for calculation of the annual special tax or for the preparation and filing of the Reports. No funds or assets of the City have been pledged or are required to be allocated for the payment of debt service on the bonds. The table below summarizes the special tax revenue proposed to be levied on the FY 2019/20 property tax roll. Revenue projections are included in the City's FY 2019/20 adopted Operating Budget.

Service CFDs		
District	No. of Parcels/Dwelling Units Levied	Total Levy ¹
CFD No. 2014-01 (Maintenance Services)	1,434 ²	\$ 168,475.20
CFD No. 4-M (Centerpointe)	8 ³	\$ 28,066.00
Bonded CFDs		
District	No. of Parcels Levied ⁴	Total Levy ¹
CFD No. 5 (Stoneridge)	25	\$ 415,431.50
IA No. 1 of CFD No. 7	0	\$ -
CFD No. 87-1 (Towngate)	0	\$ -
CFD No. 87-1 IA1 (Towngate)	33	\$ 109,548.20
Total CFD Levy		\$ 721,520.90

¹ The levy may vary by parcel based on parcel size, development status, tax rate areas the parcel is subject to, and/or delinquencies.

² Parcels may be counted twice due to inclusion in multiple tax rate areas.

³ The site runoff for APN 297-170-086 does not drain into the constructed storm water and detention basin improvements. Therefore, the special tax is not levied on this parcel.

⁴ Some Districts may not have a levy due to offsetting revenue sources (e.g. tax increment or Area Drainage Plan fees).

NOTIFICATION

Posting of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Candace E. Cassel
Special Districts Division Manager

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

Concurred By:
Michael Lloyd, P.E.
Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

ATTACHMENTS

- 1. Resolution for CFD No. 2014-01
- 2. Resolution for CFD No. 4-M
- 3. Resolution for CFD No. 5
- 4. Resolution for IA1 of CFD No. 7
- 5. Resolution for CFD No. 87-1
- 6. Resolution for CFD No. 87-1 IA1
- 7. Boundary Maps

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/13/19 8:33 AM
City Attorney Approval	<u>✓ Approved</u>	5/13/19 2:47 PM
City Manager Approval	<u>✓ Approved</u>	5/13/19 3:51 PM

RESOLUTION NO. 2019-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) MAXIMUM AND APPLIED TAX SPECIAL TAX RATES FOR FISCAL YEAR 2019/20, AND CALCULATION THEREOF

WHEREAS, the City Council of the City of Moreno Valley, California, did form City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) ("CFD No. 2014-01" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 874 approving the rate and method of apportionment of special tax (RMA) to authorize a levy of special taxes within CFD No. 2014-01; and

WHEREAS, on October 28, 2014, the legislative body did adopt Ordinance No. 882, providing for future annexation to the District and adopting the First Amended and Restated RMA which provides tax rates for single-family residential parcels served by typical street light and landscape improvements; and

WHEREAS, the legislative body did adopt Ordinance No. 889 on February 10, 2015, providing for future annexation to the District and adopting the Second Amended and Restated RMA which provides for the equitable apportionment of the tax with respect to single-family residential parcels and the equitable apportionment of the tax with respect to non-single-family residential parcels; and

WHEREAS, the Ordinance No. 874, Ordinance No. 882, and Ordinance No. 889 authorize the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the RMA; and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, for fiscal year (FY) 2014/15, the maximum special tax rates for Street Lighting were as follows:

1
Resolution No. 2019-__
Date Adopted: May 21, 2019

Attachment: Resolution for CFD No. 2014-01 (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

Tax Rate Area No.	Rate
SL-01 (Single-Family Residential Street Lighting)	\$197.39 per Single-Family Residential Parcel
SL-02 (Street Lighting for Property Other than Single-Family Residential)	\$3.25 per Proportional Front Footage

WHEREAS, for FY 2014/15, the maximum special tax rates for taxable property in Tax Rate Area No. LM-01 (Single-Family Residential Landscaping) were as follows:

Maintenance Category	Maintenance Ratio	Rate per Single-Family Residential Parcel
LM-01A	Less than or equal to 20 square feet per Single-Family Residential Parcel	\$14.19
LM-01B	21 - 40 square feet per Single-Family Residential Parcel	\$42.58
LM-01C	41 - 70 square feet per Single-Family Residential Parcel	\$78.06
LM-01D	71 - 110 square feet per Single-Family Residential Parcel	\$127.73
LM-01E	111 - 160 square feet per Single-Family Residential Parcel	\$191.60
LM-01F	161 - 220 square feet per Single-Family Residential Parcel	\$269.66
LM-01G	221 - 290 square feet per Single-Family Residential Parcel	\$361.91
LM-01H	291 - 370 square feet per Single-Family Residential Parcel	\$468.36
LM-01I	371 - 460 square feet per Single-Family Residential Parcel	\$589.00
LM-01J	461 - 560 square feet per Single-Family Residential Parcel	\$723.83
LM-01K	561 - 670 square feet per Single-Family Residential Parcel	\$872.85
LM-01L	671 - 790 square feet per Single-Family Residential Parcel	\$1,036.07
LM-01M	791 - 920 square feet per Single-Family Residential Parcel	\$1,213.48
LM-01N	921 - 1,060 square feet per Single-Family Residential Parcel	\$1,405.08
LM-01O	1,061 - 1,210 square feet per Single-Family Residential Parcel	\$1,610.87
LM-01P	1,211 - 1,370 square feet per Single-Family Residential Parcel	\$1,830.86
LM-01Q	1,371 - 1,540 square feet per Single-Family Residential Parcel	\$2,065.04
LM-01R	1,541 - 1,720 square feet per Single-Family Residential Parcel	\$2,313.41
LM-01S	1,721 - 1,910 square feet per Single-Family Residential Parcel	\$2,575.98
LM-01T	1,911 - 2,110 square feet per Single-Family Residential Parcel	\$2,852.73

WHEREAS, for FY 2014/15, the maximum special tax rates for taxable property in Tax Rate Area No. LM-02 (Landscaping for Property Other than Single-Family Residential) were as follows:

Maintenance Category	Maintenance Description	Rate per Proportional Front Footage
LM-02A	Median(s) (other than Medians-Shared)	\$10.94
LM-02B	Median(s)-Shared	\$5.47
LM-02C	Parkway(s)	\$13.48

2
Resolution No. 2019-
Date Adopted: May 21, 2019

Attachment: Resolution for CFD No. 2014-01 (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

WHEREAS, per the RMA as amended, the maximum annual special tax shall be increased annually, beginning with FY 2015/16, by the greater of the increase in the annual percentage change in the Consumer Price Index (CPI) for All Urban Consumers for the Los Angeles-Riverside-Orange County Region as published by the Department of Labor's Bureau of Labor Statistics or five percent (5%); and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, the City has prepared and submitted the Annual Special Tax Report ("Report") for FY 2019/20; which identifies the maximum and special tax rates, in an amount not to exceed the maximum special tax, and the calculation thereof; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer ("CFO") and is incorporated herein by this reference; and

WHEREAS, the annual special taxes shall be submitted to the Riverside County Auditor-Controller's Office, to be levied on the property tax bills of parcels subject to the special tax.

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

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report, on file in the office of the City's CFO, is approved as filed, as the Report may have been modified by order of the City Council.
3. Street Lighting Special Tax Rates. The FY 2019/20 maximum and applied special tax rates for taxable properties in Street Lighting Tax Rate Areas are as follows:

3
Resolution No. 2019-__
Date Adopted: May 21, 2019

Attachment: Resolution for CFD No. 2014-01 (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

Tax Rate Area	Maximum Special Tax	Applied Special Tax
SL-01(Single-Family Residential Street Lighting) per Single-Family Residential Parcel	\$ 251.90	\$ 64.10
SL-02 (Street Lighting for Property Other than Single-Family Residential) per Proportional Front Footage	\$ 4.12	\$ 1.21

4. Landscaping Special Tax Rates for Single-Family Residential. The FY 2019/20 maximum special tax and applied special tax rates for taxable property in Tax Rate Area No. LM-01 (Single-Family Residential Landscaping) are as follows:

Tax Rate Area	Maximum Special Tax	Applied Special Tax
Tax Rate Area LM-01	per parcel	per parcel
Tax Rate Area LM-01A	\$ 18.09	\$ -
Tax Rate Area LM-01B	\$ 54.31	\$ -
Tax Rate Area LM-01C	\$ 99.60	\$ 99.60
Tax Rate Area LM-01D	\$ 163.00	\$ -
Tax Rate Area LM-01E	\$ 244.51	\$ -
Tax Rate Area LM-01F	\$ 344.13	\$ -
Tax Rate Area LM-01G	\$ 461.88	\$ 62.66
Tax Rate Area LM-01H	\$ 597.72	\$ 357.02
Tax Rate Area LM-01I	\$ 751.71	\$ 63.74
Tax Rate Area LM-01J	\$ 923.80	\$ -
Tax Rate Area LM-01K	\$ 1,113.98	\$ 187.94
Tax Rate Area LM-01L	\$ 1,322.29	\$ -
Tax Rate Area LM-01M	\$ 1,548.71	\$ -
Tax Rate Area LM-01N	\$ 1,793.25	\$ -
Tax Rate Area LM-01O	\$ 2,055.90	\$ -
Tax Rate Area LM-01P	\$ 2,336.68	\$ -
Tax Rate Area LM-01Q	\$ 2,635.55	\$ -
Tax Rate Area LM-01R	\$ 2,952.54	\$ -
Tax Rate Area LM-01S	\$ 3,287.65	\$ -
Tax Rate Area LM-01T	\$ 3,640.85	\$ -

5. Landscaping Special Tax Rates for Property Other than Single-Family Residential. The FY 2019/20 maximum special tax and applied special tax rates for taxable property in Tax Rate Area No. LM-02 (Landscaping for Property Other than Single-Family Residential) are as follows:

Tax Rate Area	Maximum Special Tax	Applied Special Tax
Tax Rate Area LM-02	per proportional front footage	per proportional front footage
Tax Rate Area LM-02A	\$ 13.94	\$ 5.60
Tax Rate Area LM-02B	\$ 6.96	\$ 1.55
Tax Rate Area LM-02C	\$ 17.17	\$ -

- 6. Confirming the Rates. The maximum and applied special tax rates are hereby confirmed for each parcel of real property within the District, as set forth in the Report.
- 7. Collection of Special Taxes. The special taxes set forth in the Report, will be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. Notwithstanding the forgoing, any special taxes that cannot be collected on the County tax roll, or are not so collected, may be collected through direct billing by the City.
- 8. Modifications. The CFO is authorized to adjust the special taxes levied on the property tax roll in the event there are parcel changes, clerical errors, new parcels annexed into the District, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax rate does not exceed the maximum special tax rate and is in compliance with the RMA.
- 9. Provision of Services. Nothing in this description of services or any Resolution or Ordinance of the City Council shall be construed as committing the City or the District to provide all of the proposed services. The provision of services shall be subject to the availability of sufficient funding through the collection of special tax revenue within the District.
- 10. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

5
Resolution No. 2019-__
Date Adopted: May 21, 2019

Attachment: Resolution for CFD No. 2014-01 (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

11. Certified Copy. The City Clerk is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the tax.

12. Certification. The City Clerk shall certify to the adoption of this Resolution.

13. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 21st day of May, 2019.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

6
Resolution No. 2019-__
Date Adopted: May 21, 2019

Attachment: Resolution for CFD No. 2014-01 (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2019-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21st day of May, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2019-___⁷
Date Adopted: May 21, 2019

Attachment: Resolution for CFD No. 2014-01 (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

RESOLUTION NO. 2019-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE COMMUNITY FACILITIES DISTRICT NO. 4- MAINTENANCE OF THE CITY OF MORENO VALLEY MAXIMUM AND APPLIED SPECIAL TAX RATES FOR FISCAL YEAR 2019/20, AND CALCULATION THEREOF

WHEREAS, the City Council of the City of Moreno Valley, California, did form Community Facilities District No. 4-Maintenance of the City of Moreno Valley ("CFD No. 4-M" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 697 ("Ordinance") approving the rate and method of apportionment of special taxes (RMA) to authorize a levy of a special tax within CFD No. 4-M; and

WHEREAS, the Ordinance authorizes the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied does not exceed the maximum special tax authorized to be levied pursuant to the RMA; and

WHEREAS, the City Council adopted Resolution No. 2005-108 authorizing annexation of Territory in the future to CFD No. 4-M; and

WHEREAS, annexations to CFD No. 4-M have been conducted by the City following formation of the District; and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum annual special tax rate for developed and undeveloped property has been established by the RMA at \$0.00737 per square foot of land area for fiscal year (FY) 2006/07. Per the RMA, the maximum annual special tax shall be increased each fiscal year thereafter, by an amount equal to the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the end of the calendar year; and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

1
Resolution No. 2019-__
Date Adopted May 21, 2019

Attachment: Resolution for CFD No. 4-M (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, the City has prepared and submitted the Annual Special Tax Report (“Report”) for FY 2019/20, which identifies the maximum and applied annual special tax rates for each parcel, in an amount not to exceed the maximum special tax, and the calculation thereof; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer (“CFO”) and is incorporated herein by this reference; and

WHEREAS, the annual special taxes shall be submitted to the Riverside County Auditor-Controller’s Office, to be levied on property tax bills of parcels subject to the special tax.

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

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report, on file in the office of the City’s CFO, is approved as filed, as the Report may have been modified by order of the City Council.
3. Maximum Special Tax Rate. The FY 2019/20 maximum special tax rate is set at \$0.010688 per square foot of land area.
4. Applied Special Tax Rate. The FY 2019/20 the applied special tax rate is set at \$0.004820 per square foot of land area.
5. Confirming the Rates. The maximum and applied special tax rates are hereby confirmed for each parcel of real property within the District, as set forth in the Report.
6. Collection of Special Taxes. The special taxes set forth in the Report, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the District may utilize a direct billing procedure for any special taxes that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the taxes at a different time or in a different manner if necessary to meet its financial obligations.

2
Resolution No. 2019-____
Date Adopted: May 21, 2019

Attachment: Resolution for CFD No. 4-M (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

- 7. Modifications. The CFO is authorized to adjust the special taxes levied on the property tax roll in the event there are parcel changes, clerical errors, new parcels annexed into the District, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax rate does not exceed the maximum special tax rate and is in compliance with the RMA.
- 8. Provision of Services. Nothing in this description of services or any Resolution or Ordinance of the City Council shall be construed as committing the City or the District to provide all of the proposed services. The provision of services shall be subject to the availability of sufficient funding through the collection of special tax revenue within the District.
- 9. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- 10. Certified Copy. The City Clerk is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the tax.
- 11. Certification. The City Clerk shall certify to the adoption of this Resolution.
- 12. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 21st day of May, 2019.

Mayor of the City of Moreno Valley

3
Resolution No. 2019-____
Date Adopted: May 21, 2019

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2019-4
Date Adopted: May 21, 2019

Attachment: Resolution for CFD No. 4-M (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2019-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21st day of May, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2019-___ 5
Date Adopted: May 21, 2019

Attachment: Resolution for CFD No. 4-M (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

RESOLUTION NO. 2019-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE COMMUNITY FACILITIES DISTRICT NO. 5 OF THE CITY OF MORENO VALLEY MAXIMUM AND APPLIED SPECIAL TAX RATES FOR FISCAL YEAR 2019/20, AND CALCULATION THEREOF

WHEREAS, the City Council of the City of Moreno Valley, California, did form Community Facilities District No. 5 of the City of Moreno Valley ("CFD No. 5" or "District") pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 701 ("Ordinance") to authorize a levy of a special tax within CFD No. 5; and

WHEREAS, on May 31, 2007, the City of Moreno Valley issued the Community Facilities District No. 5, 2007 Special Tax Bonds in the amount of \$5,870,000; and

WHEREAS, the Ordinance authorizes the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax rate authorized to be levied pursuant to the Rate and Method of Apportionment (RMA); and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum annual special tax for developed and undeveloped property has been established by the RMA at \$10,652.00 per acre for fiscal year (FY) 2006/07. Per the RMA, the maximum annual special tax shall be increased by an amount equal to two percent (2%) each fiscal year in order to meet the annual special tax requirement; and

WHEREAS, the annual special tax requirement shall be applied first to developed properties based on the maximum special tax rate; and

WHEREAS, if additional monies are required to fund the annual special tax requirement, then the special tax shall be applied proportionately to all undeveloped properties; and

1
Resolution No. 2019-__
Date Adopted: May 21, 2019

Attachment: Resolution for CFD No. 5 (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, Government Code §53410 requires that on or after January 1, 2001, any bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and

WHEREAS, Government Code §54311 requires the chief fiscal officer of the issuing local agency to file an Annual Bond Accountability Report with its governing body no later than January 1, 2002, and at least once a year thereafter; and

WHEREAS, the City has prepared and submitted the Annual Special Tax and Bond Accountability Report ("Report") for FY 2019/20, which identifies the maximum and applied special tax rates, in an amount not to exceed the maximum special tax, and the calculation thereof; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer ("CFO") and is incorporated herein by this reference; and

WHEREAS, the annual special taxes shall be submitted to the Riverside County Auditor-Controller's Office, to be levied on the property tax bills of parcels subject to the special tax.

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

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report, on file in the office of the City's CFO, is approved as filed, as the Report may have been modified by order of the City Council.
3. Maximum Special Tax Rate. The FY 2019/20 maximum special tax rate for developed and undeveloped properties is set at \$13,779.43 per acre.
4. Applied Special Tax Rate for Developed Properties. The FY 2019/20 applied special tax rate for developed properties is set at \$13,779.43 per acre.
5. Applied Special Tax Rate for Undeveloped Properties. The FY 2019/20 applied special tax rate for undeveloped properties is set at \$8,873.20 per acre.

2
Resolution No. 2019-__
Date Adopted: May 21, 2019

Attachment: Resolution for CFD No. 5 (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

6. Confirming the Rates. The maximum and applied special tax rates are hereby confirmed for each parcel of real property within the District, as set forth in the Report.
7. Collection of Special Taxes. The special taxes set forth in the Report, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedures, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the District may utilize a direct billing procedure for any special taxes that cannot be collected on the County tax roll or may, by resolution, elect to collect the special taxes at a different time or in a different manner if necessary to meet its financial obligations.
8. Compliance with Government Code. This legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file with the CFO for review by the public upon request.
9. Modifications. The CFO is authorized to adjust the special taxes levied on the property tax roll in the event there are parcel changes, clerical errors, new parcels annexed into the District, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax rate does not exceed the maximum special tax rate and is in compliance with the RMA.
10. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
11. Certified Copy. The City Clerk is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the tax.
12. Certification. The City Clerk shall certify to the adoption of this Resolution.
13. Effective Date. This Resolution shall become effective immediately upon its adoption.

3
 Resolution No. 2019-__
 Date Adopted: May 21, 2019

APPROVED AND ADOPTED this 21st day of May, 2019.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2019-4
Date Adopted: May 21, 2019

Attachment: Resolution for CFD No. 5 (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2019-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21st day of May, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

5
Resolution No. 2019-___
Date Adopted: May 21, 2019

Attachment: Resolution for CFD No. 5 (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

RESOLUTION NO. 2019-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 7, OF THE CITY OF MORENO VALLEY MAXIMUM AND APPLIED SPECIAL TAX RATES FOR FISCAL YEAR 2019/20, AND CALCULATION THEREOF

WHEREAS, the City Council of the City of Moreno Valley, California, did form Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley ("IA1 of CFD No. 7" or "District") pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 911 ("Ordinance") to authorize a levy of a special tax within IA1 of CFD No. 7; and

WHEREAS, on September 15, 2016, the City of Moreno Valley issued the Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley Special Tax Bonds in the amount of \$3,265,000; and

WHEREAS, the Ordinance authorizes the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax rate authorized to be levied pursuant to the Amended and Restated Rate and Method of Apportionment ("RMA"); and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum annual special tax rate for developed and undeveloped property has been established by the RMA at \$3,500 per acre. There is no escalator clause for the maximum special tax rate; and

WHEREAS, the City, acting for and on behalf of itself and the CFD, and the property owners entered into an Area Drainage Plan (ADP) Fee Agreement under which the City agreed to transfer local ADP fees paid by future annexation property owners, who made payment of the ADP fees in lieu of annexing into the CFD, to the CFD and such payments will be used to offset the special tax requirement; and

1
Resolution No. 2019-__
Date Adopted: May 21, 2019

Attachment: Resolution for IA1 of CFD No. 7 [Revision 1] (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

WHEREAS, the District has received revenue from the payment of ADP fees from future annexation property owners which is sufficient to cover the total gross requirement for fiscal year (FY) 2019/20; and

WHEREAS, to satisfy the special tax requirement, the special tax shall be levied proportionately on (i) each assessor’s parcel of annexed property up to 100% of the applicable maximum special tax, and (ii) each assessor’s parcel of developed property up to 100% of the applicable maximum special tax; and

WHEREAS, if additional monies are required to fund the annual special tax requirement, then the special tax shall be applied proportionately to all undeveloped properties up to the maximum special tax; and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, Government Code §53410 requires that on or after January 1, 2001, any bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and

WHEREAS, Government Code §54311 requires the chief fiscal officer of the issuing local agency to file an Annual Bond Accountability Report with its governing body no later than January 1, 2002, and at least once a year thereafter; and

WHEREAS, the City has prepared and submitted the Annual Special Tax and Bond Accountability Report (“Report”) for FY 2019/20, which identifies the maximum and applied special tax rates, in an amount not to exceed the maximum special tax rate, and the calculation thereof; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer (“CFO”) and is incorporated herein by this reference as if fully set forth; and

WHEREAS, the annual special taxes shall be submitted to the Riverside County Auditor-Controller’s Office, to be levied on the property tax bills of parcels subject to the special tax.

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

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.

2
 Resolution No. 2019-____
 Date Adopted: May 21, 2019

Attachment: Resolution for IA1 of CFD No. 7 [Revision 1] (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

2. Approval of Report. The above referenced Report, on file in the office of the City's CFO, is approved as filed, as the Report may have been modified by order of the City Council.
3. Maximum Special Tax Rate. The FY 2019/20 maximum special tax for developed and undeveloped properties is set at \$3,500 per acre.
4. Applied Special Tax Rate. The FY 2019/20 applied special tax for developed and undeveloped properties is set at \$0.00 per acre.
5. Confirming the Rates. The maximum and applied special tax rates are hereby confirmed for each parcel of real property within the District, as set forth in the Report.
6. Collection of Special Taxes. The special taxes set forth in the Report, shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in the case of delinquency as is provided for *ad valorem* taxes, unless another procedure is adopted by the City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The CFO is hereby authorized and directed to provide all necessary information to the Treasurer and Tax Collector of Riverside County and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at the times necessary to satisfy the financial obligations of IA1 of CFD No. 7 in each FY.
7. Compliance with Government Code. This legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file with the CFO for review by the public upon request.
8. Modifications. The CFO is authorized to adjust the special taxes levied on the property tax roll in the event there are parcel changes, clerical errors, new parcels annexed into the District, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax rate does not exceed the maximum special tax rate and is in compliance with the RMA.
9. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid

provision or application, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

10. Certified Copy. The City Clerk is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the tax.

11. Certification. The City Clerk shall certify to the adoption of this Resolution.

12. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 21st day of May, 2019.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

4
Resolution No. 2019-_____
Date Adopted: May 21, 2019

Attachment: Resolution for IA1 of CFD No. 7 [Revision 1] (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2019-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21st day of May, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2019-___ 5
Date Adopted: May 21, 2019

Attachment: Resolution for IA1 of CFD No. 7 [Revision 1] (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

RESOLUTION NO. 2019-____
 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
 MORENO VALLEY, CALIFORNIA, APPROVING THE
 COMMUNITY FACILITIES DISTRICT NO. 87-1 MAXIMUM
 AND APPLIED SPECIAL TAX RATES FOR FISCAL YEAR
 2019/20, AND CALCULATION THEREOF

WHEREAS, the City Council of the City of Moreno Valley, California, formed Community Facilities District No. 87-1 ("CFD No. 87-1" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 88-13 establishing the terms and conditions pertaining to the issuance of the \$9,000,000 CFD No. 87-1 Special Tax Bonds, Series "A"; and, adopted Resolution No. 91-90 establishing the terms and conditions pertaining to the issuance of the \$12,000,000 CFD No. 87-1 Special Tax Bonds, Series "B"; and

WHEREAS, the District, did previously adopt Resolution No. 94-28, which established the terms and conditions pertaining to the issuance of the CFD No. 87-1 \$14,170,000 Special Tax Refunding Bonds, Series A and \$8,530,000 Special Tax Refunding Bonds, Series B (collectively, the "Prior Bonds"); and

WHEREAS, the legislative body of the District determined that it would be prudent in the management of the fiscal affairs of the District to proceed with issuing bonds for the purpose of refunding the Prior Bonds; and

WHEREAS, this legislative body approved Resolution No. 2007-119 to authorize issuance of the 2007 Special Tax Refunding Bonds for CFD No. 87-1, which were sold on November 29, 2007, at \$10,665,000 and this legislative body approved the Bond Indenture to establish the terms and conditions pertaining to the issuance of the 2007 Special Tax Refunding Bonds; and

WHEREAS Ordinance No. 151 authorizes the City Council, by resolution, to annually determine the special tax to be levied in the District; provided, however the special tax to be levied shall not exceed the authorized maximum special tax to be levied pursuant to the Rate and Method of Apportionment (RMA); and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum special tax of \$11,500 per net acre is to be applied uniformly first to the developed property then, if any, to the undeveloped property at the

1
 Resolution No. 2019-____
 Date Adopted: May 21, 2019

same maximum rate of \$11,500 per net acre. There is no escalator clause for the CFD No. 87-1 special tax rate; and

WHEREAS, the former Community Redevelopment Agency (the "Agency") entered into an agreement with the City on behalf of CFD No. 87-1 entitled "Agency Towngate Agreement" (the "Agreement") under which the Agency agreed to make payments to CFD No. 87-1 from tax increment (TI) revenues from the redevelopment project area; and

WHEREAS, per the Official Statement, the Agency anticipated that the TI amounts as stated in the Agreement would be sufficient to defray scheduled debt service payments on the Bonds for CFD No. 87-1 and pay the estimated administrative expenses of the District for each year that the Bonds remain outstanding; and

WHEREAS, given the dissolution of the Agency in June of 2011 through California State Legislative trailer bills AB 1x 26 and AB 1x 27, and the process to discharge the obligations of the Agency, the City, as Successor Agency to the former Agency, must annually submit for approval to the California State Department of Finance (DOF) a Recognized Obligation Payment Schedule (ROPS), which identifies the amount of available TI payable toward the CFD No. 87-1 special tax requirement; and

WHEREAS, in the event the DOF does not approve the ROPS or payment of TI in any given fiscal year (FY), the City can submit the special tax to the County for collection on the property tax bills provided it does not exceed the maximum special tax; and

WHEREAS, the DOF has approved the TI payment for FY 2019/20 through June 2020; and

WHEREAS, the calculation of the special tax is in compliance with the laws pertaining to the levy of the special tax; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, California Government Code §53410 requires that on or after January 1, 2001, any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and

WHEREAS, California Government Code §53411 requires the chief fiscal officer of the issuing local agency file an Annual Bond Accountability Report with its governing body no later than January 1, 2002, and at least once a year thereafter; and

2
Resolution No. 2019-____
Date Adopted: May 21, 2019

Attachment: Resolution for CFD No. 87-1 (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

WHEREAS, the City has prepared and submitted the Annual Special Tax and Bond Accountability Report ("Report") for FY 2019/20, which identifies the maximum and applied annual special tax rate, in an amount not to exceed the maximum special tax rate, and the calculation thereof; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer ("CFO") and is incorporated herein by this reference; and

WHEREAS, the annual special taxes shall be submitted to the Riverside County Auditor-Controller's Office to be levied on the property tax bills of parcels subject to the special tax in the event TI is unavailable or insufficient to defray scheduled debt service payments on the Bonds for CFD No. 87-1 and pay the estimated administrative expenses of the District for each year that the Bonds remain outstanding.

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

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report, on file in the office of the City's CFO, is approved as filed, as the Report may have been modified by order of the City Council.
3. Maximum Special Tax Rate. The FY 2019/20 maximum special tax rate for developed and undeveloped property is \$11,500 per net acre.
4. Applied Special Tax Rate. The FY 2019/20 applied special tax rate for developed and undeveloped property is \$0.00 per net acre.
5. Confirming the Rates. The maximum and applied special tax rates are hereby confirmed for each parcel of real property within the District, as set forth in the Report.
6. Collection of Special Taxes. The special taxes set forth in the Report, shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquencies for any other ad valorem tax.
7. Compliance with Government Code. This legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and

that the Report shall remain on file in the office of the City’s CFO for review by the public upon request.

- 8. Modifications. The City’s CFO is authorized to adjust the special taxes levied on the property tax roll in the event there are parcel changes, clerical errors, new parcels annexed into the District, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax rate does not exceed the maximum special tax rate and is in compliance with the RMA.
- 9. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- 10. Certified Copy. The City Clerk is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the tax.
- 11. Certification. The City Clerk shall certify to the adoption of this Resolution.
- 12. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 21st day of May, 2019.

Mayor of the City of Moreno Valley

4
Resolution No. 2019-____
Date Adopted: May 21, 2019

Attachment: Resolution for CFD No. 87-1 (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2019-5
Date Adopted: May 21, 2019

Attachment: Resolution for CFD No. 87-1 (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2019-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21st day of May, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2019-___
Date Adopted: May 21, 2019

RESOLUTION NO. 2019-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CITY OF MORENO VALLEY MAXIMUM AND APPLIED SPECIAL TAX RATES FOR FISCAL YEAR 2019/20, AND CALCULATION THEREOF

WHEREAS, the City Council of the City of Moreno Valley, California, formed Improvement Area No. 1 of Community Facilities District (CFD) No. 87-1 of the City of Moreno Valley ("CFD No. 87-1 IA1" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 93-16 approving the Bond Indenture terms and conditions pertaining to the issuance of the \$5,000,000 CFD No. 87-1 IA1 Special Tax Bonds ("Original Bonds"); and

WHEREAS, the legislative body of the District determined that it would be prudent in the management of the fiscal affairs of the District to issue bonds for the purpose of refunding the Original Bonds; and

WHEREAS, on October 27, 2007, the legislative body adopted Resolution No. 2007-120, which authorized the issuance of Special Tax Refunding Bonds for the District to accomplish a net reduction in the debt service requirement, and approved the Bond Indenture terms and conditions pertaining to the issuance of \$4,075,000 for CFD No. 87-1 IA1; and

WHEREAS, Ordinance No. 392 authorizes the City Council, by resolution, to annually determine the special tax to be levied in the District; provided, however the special tax to be levied shall not exceed the authorized maximum special tax to be levied pursuant to the Rate and Method of Apportionment (RMA); and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the approved RMA for CFD No. 87-1 IA1 provides that the maximum special tax rates for CFD No. 87-1 IA1 shall be uniformly applied to the property in an amount not to exceed \$4,450 per net acre for Tax Rate Area 1 and in an amount not to exceed \$3,850 per net acre for Tax Rate Area 2. There is no escalator clause for the special tax rates; and

WHEREAS, the former Community Redevelopment Agency (the "Agency") entered into an agreement with the City on behalf of CFD No. 87-1 and CFD No. 87-1 IA1 entitled "Agency Improvement Area Agreement" under which the Agency agreed to make payments to CFD No. 87-1 IA1 from tax increment (TI) revenues from the redevelopment project area to offset or reduce the applied special tax; and

WHEREAS, given the dissolution of the Agency in June of 2011 through California State Legislative trailer bills AB 1x 26 and AB 1x 27, and the process to discharge the obligation of the Agency, the City, as Successor Agency to the former Agency, must annually submit for approval to the California State Department of Finance (DOF) a Recognized Obligation Payment Schedule (ROPS), which identifies the amount of available TI payable toward the CFD No. 87-1 IA1 special tax; and

WHEREAS, in the event the DOF does not approve the ROPS or payment of TI in any given fiscal year (FY), the City can submit a special tax amount sufficient to meet the special tax requirement to the County for collection on the property tax bills provided it does not exceed the maximum special tax; and

WHEREAS, the DOF has approved the TI payment for FY 2019/20 through June 2020; and

WHEREAS, the calculation of the special tax is in compliance with the laws pertaining to the levy of the special tax; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, California Government Code §53410 requires that on or after January 1, 2001, any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and

WHEREAS, California Government Code §53411 requires the chief fiscal officer of the issuing local agency file an Annual Bond Accountability Report with its governing body no later than January 1, 2002, and at least once a year thereafter; and

WHEREAS, the City has prepared and submitted the Annual Special Tax and Bond Accountability Report ("Report") for FY 2019/20, which identifies the maximum and applied annual special tax rates, in an amount not to exceed the maximum special tax rates, and the calculation thereof; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer ("CFO") and is incorporated herein by this reference; and

WHEREAS, the annual special taxes shall be submitted to the Riverside County Auditor-Controller's Office to be levied on the property tax bills of parcels subject to the special tax.

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

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report, on file in the office of the City's CFO, is approved as filed, as the Report may have been modified by order of the City Council.
3. Maximum Special Tax Rate for Tax Rate Area 1. The FY 2019/20 maximum special tax rate for properties located within Tax Rate Area 1 is set at \$4,450 per taxable acre for parcels within Tax Rate Area 1.
4. Applied Special Tax Rate for Tax Rate Area 1. The FY 2019/20 applied special tax rate for properties located within Tax Rate Area 1 is set at \$806.41 per taxable acre for parcels within Tax Rate Area 1.
5. Maximum Special Tax Rate for Tax Rate Area 2. The FY 2019/20 maximum special tax rate for properties located within Tax Rate Area 2 is set at \$3,850 per taxable acre for parcels within Tax Rate Area 2.
6. Applied Special Tax Rate for Tax Rate Area 2. The FY 2019/20 applied special tax rate for properties located within Tax Rate Area 2 is set at \$710.00 per taxable acre for parcels within Tax Rate Area 2.
7. Confirming the Rates. The maximum and applied special tax rates are hereby confirmed for each parcel of real property within the District, as set forth in the Report.
8. Collection of Special Taxes. The special tax rates set forth in the Report, shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure, and sale and lien priority in case of delinquency as is provided for ad valorem taxes.
9. Compliance with Government Code. This legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file in the office of the City's CFO for review by the public upon request.
10. Modifications. The CFO is authorized to adjust the special taxes levied on the property tax roll in the event there are parcel changes, clerical errors, new

parcels annexed into the District, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax rate does not exceed the maximum special tax rate and is in compliance with the RMA.

11. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
12. Certified Copy. The City Clerk is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the tax.
13. Certification. The City Clerk shall certify to the adoption of this Resolution.
14. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 21st day of May, 2019.

Mayor of the City of Moreno Valley

4
Resolution No. 2019-____
Date Adopted: May 21, 2019

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Resolution for CFD No. 87-1 IA1 (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

Resolution No. 2019-5
Date Adopted: May 21, 2019

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2019-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21st day of May, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

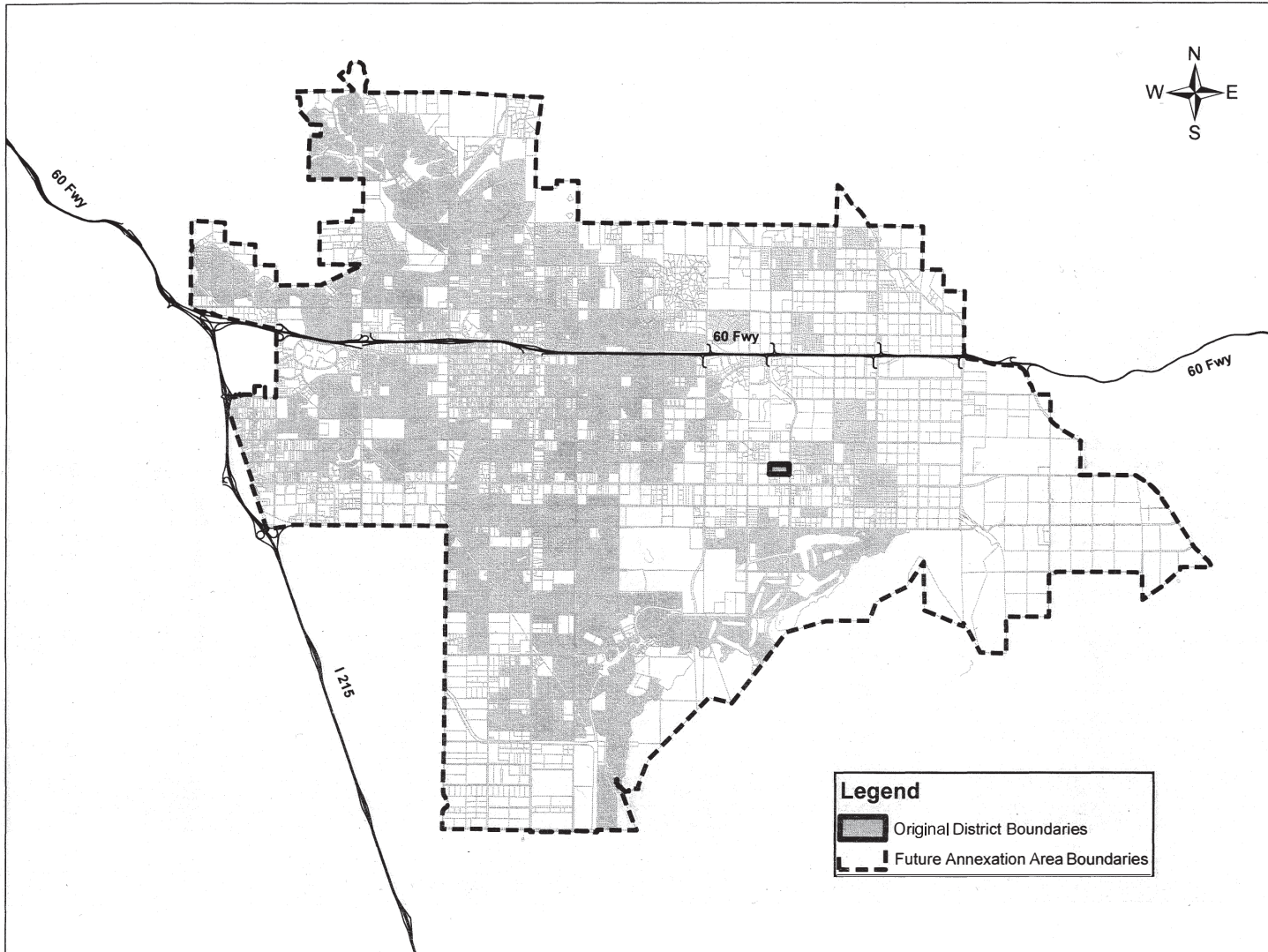
(SEAL)

Resolution No. 2019-___
Date Adopted: May 21, 2019

CITY
SHEET 1 OF 1

Annexation Map No. 2 of Community Facilities District No. 2014-01 (Maintenance Services) of City of Moreno Valley, County of Riverside, 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)



FILED IN THE OFFICE OF THE CITY CLERK THIS 14th DAY OF December, 2014.

Gene Halstead
CITY CLERK
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF MORENO VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE 14th DAY OF December, 2014, BY ITS RESOLUTION NO. 2014-100.

Gene Halstead
CITY CLERK
CITY OF MORENO VALLEY

FILED THIS 17th DAY OF December, 2014, AT THE HOUR OF 8:57 O'CLOCK 8 M. IN BOOK 77 PAGE(S) 78 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. 2014-0481134 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
Larry W. Woods 4/10/14 Fee: \$10.00

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

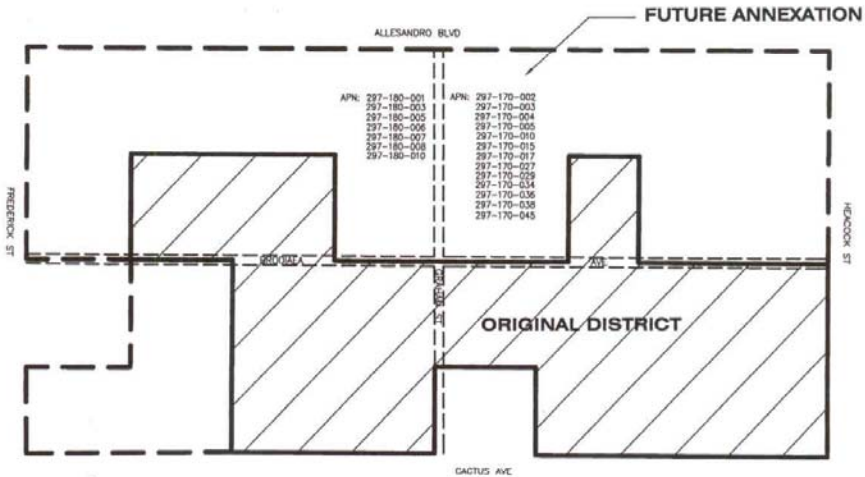
REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON FEBRUARY 20, 2014 IN BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 69 AS INSTRUMENT NO. 2014-0066114.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Attachment: Boundary Maps (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR

FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT No. 4 – MAINTENANCE OF THE CITY OF MORENO VALLEY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 20th DAY OF September, 2005.
Margaret Wilson
CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 4 – MAINTENANCE, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULARLY SCHEDULED MEETING, THEREOF, HELD ON THE 13th DAY OF September, 2005, BY ITS RESOLUTION No. 2005-86.
Margaret Wilson
CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS 22nd DAY OF September, 2005, AT THE HOUR OF 8 O'CLOCK AM, IN BOOK 64 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS. 17 THROUGH 17 AS INSTRUMENT NO. 2005-0785280 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
Margaret Wilson
COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE \$ 7.50

PROPOSED BOUNDARY MAP

Future Annexation Area of
Community Facilities District No. 4-Maintenance
of the City of Moreno Valley
County of Riverside, California

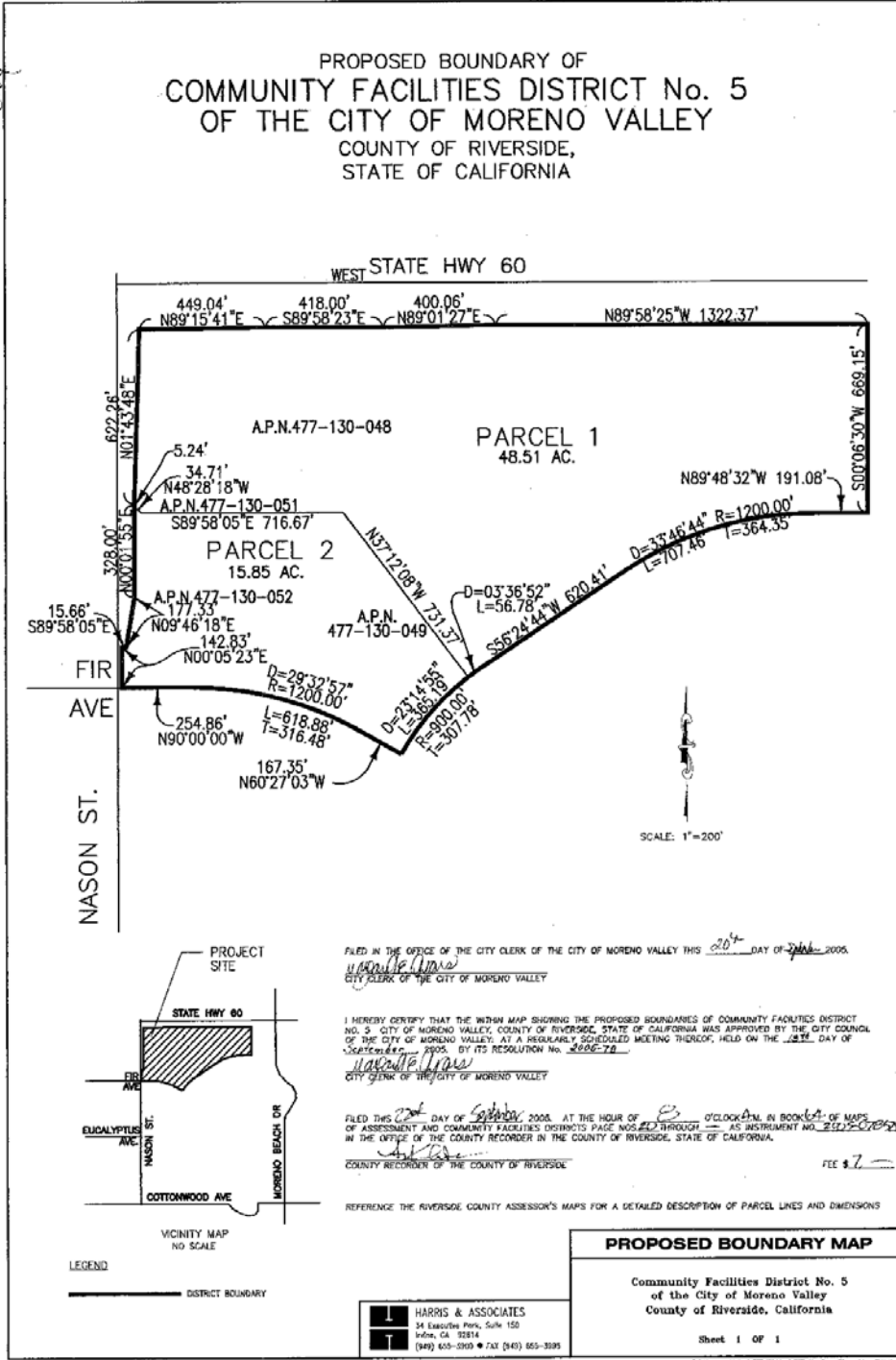
Sheet 1 OF 1

HARRIS & ASSOCIATES
34 Executive Park, Suite 150
Irvine, CA 92614
(949) 855-3500 • FAX (949) 855-3895

Attachment: Boundary Maps (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY FACILITIES

CFD No. 5 Boundary Map

6/20
CITY



Attachment: Boundary Maps (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY FACILITIES

CITY

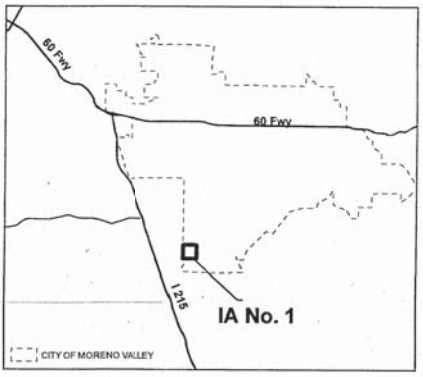
A.17.g

SHEET 1 OF 1

MAP OF PROPOSED AMENDED BOUNDARIES OF IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

VICINITY MAP



FILED IN THE OFFICE OF THE CITY CLERK THIS 23rd DAY OF May, 2016.
Archie A. Komo
CITY CLERK
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED AMENDED BOUNDARIES OF IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 7, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF MORENO VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE 14th DAY OF MAY, 2016. BY ITS RESOLUTION NO. 2016-30.

Archie A. Komo
CITY CLERK
CITY OF MORENO VALLEY

FILED THIS 26th DAY OF MAY, 2016, AT THE HOUR OF 8:22 O'CLOCK A. M. IN BOOK 79 PAGE(S) 74 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: \$10.00

INSTRUMENT NO.: 2016-0214732

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER
Peter Aldana
BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

THIS AMENDED BOUNDARY DIAGRAM AMENDS IMPROVEMENT AREA NO. 1 OF THE MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 7, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PRIOR RECORDED THE 16TH DAY OF MAY, 2008, IN BOOK 73, PAGES 6 TO 8 OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2008-026555 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

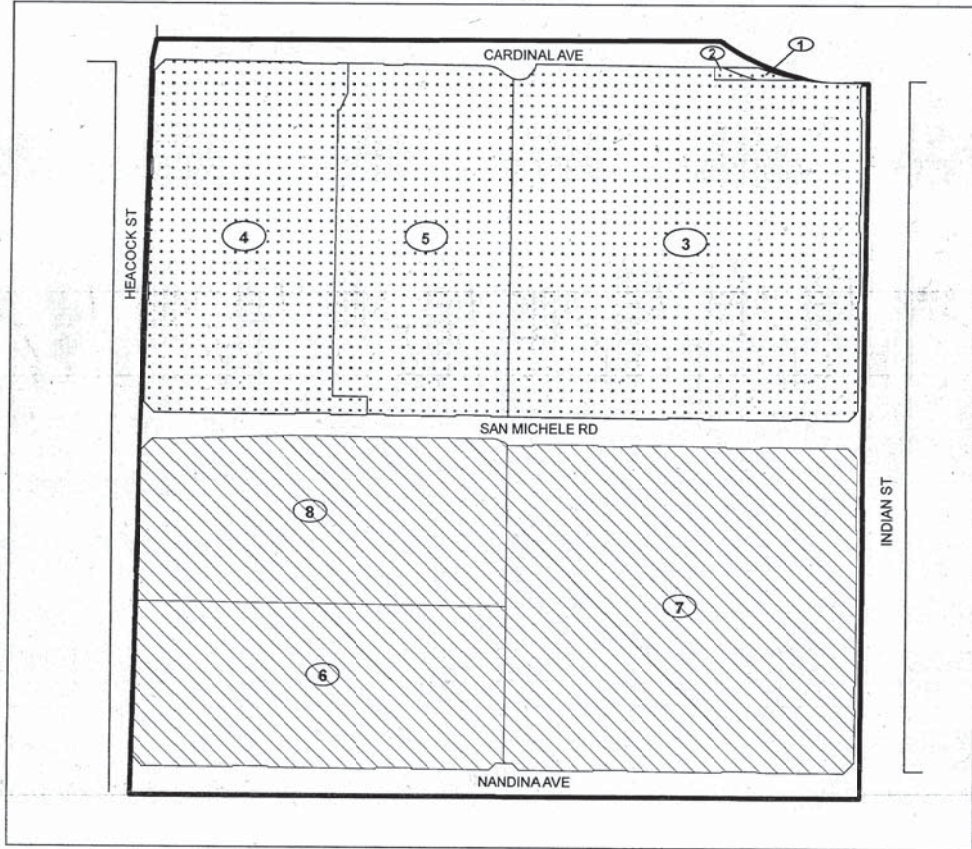
THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NO.
1	316-170-018
2	316-170-020
3	316-170-023
4	316-170-025
5	316-170-026
6	316-180-012
7	316-180-013
8	316-180-014

Legend

- IMPROVEMENT AREA NO. 1 (IA NO. 1) BOUNDARY
- MAP REFERENCE NUMBER
- ZONE 1
- ZONE 2



WILLDAN
Financial Services
27368 VIA INDUSTRIA, #200
TEMECULA, CA 92590
PH: (951) 587-3500

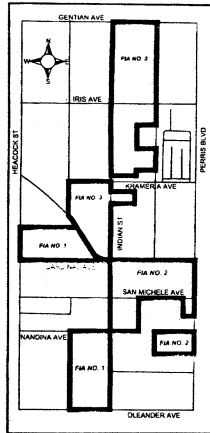
Attachment: Boundary Maps (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR

Copy

13/9

MAP OF PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



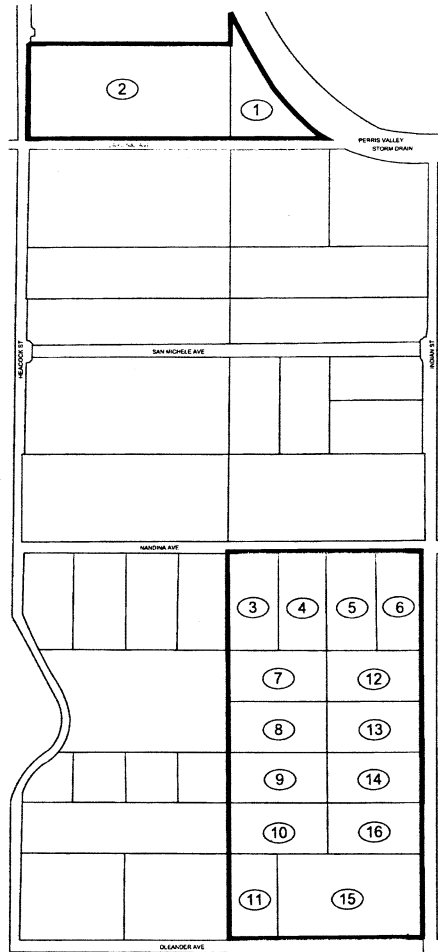
Vicinity Map

LEGEND FOR SHEET 1

BOUNDARIES OF FUTURE ANNEXATION AREA OF IA NO. 1 OF CFD NO. 7 (FIA NO. 1)

MAP REFERENCE NUMBER

MAP REF NO.	ASSESSOR'S PARCEL NO.
1	316-100-013
2	316-100-045
3	316-210-005
4	316-210-006
5	316-210-007
6	316-210-008
7	316-210-010
8	316-210-011
9	316-210-019
10	316-210-020
11	316-210-026
12	316-210-051
13	316-210-055
14	316-210-057
15	316-210-069
16	316-210-077



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 14 DAY OF May, 2008.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE 13 DAY OF May, 2008, BY ITS RESOLUTION NO. 2008-53.

Gary Halstead
CITY CLERK
CITY OF MORENO VALLEY

RIVERSIDE COUNTY RECORDER'S CERTIFICATE

FILED THIS 16TH DAY OF MAY, 2008, AT THE HOUR OF 8 O'CLOCK A.M. IN BOOK 73 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) 9-11, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: \$ 13.00

INSTRUMENT NO.: 2008-0865596

LARRY WARD, ASSESSOR-COUNTY CLERK-RECORDER

M. Garcia
BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



CFD No. 87-1 Boundary Map

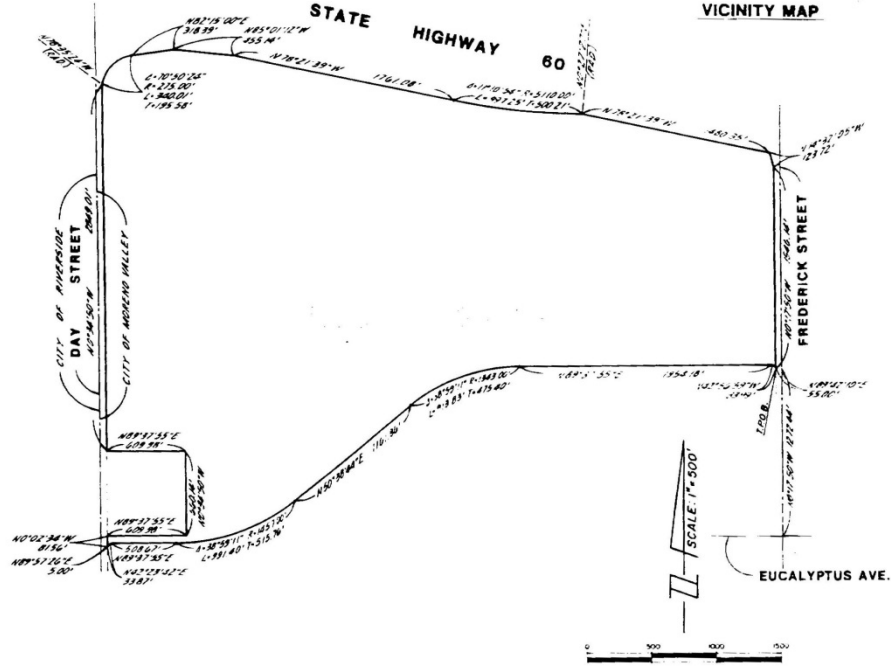
ORIGINAL
2/4

SCALE: 1"=500' SHEET 1 OF 1 SHEET

PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 87-1

CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

RECORDER'S CERTIFICATE
 FILED THIS 4TH DAY OF SEPTEMBER 1987
 AT 2:00 P.M. IN BOOK 21 OF MAPS,
 AT PAGE(S) 4, AT THE REQUEST OF THE
 CITY CLERK
 FEE \$6.00 WILLIAM E. CONERLY
 COUNTY RECORDER
 NO. 259089 BY Santa Raza



THE BASIS OF BEARINGS IS THE CENTERLINE OF FREDERICK STREET BEING NORTH 0°15'50" WEST AS SHOWN ON A MAP FILED IN BOOK NO. 18, PAGE 11, OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Filed in the Office of the City Clerk of the City of Moreno Valley, California, this 25th day of August, 1987.

Teresa G. Burman
 CITY CLERK OF MORENO VALLEY, CALIFORNIA

I hereby certify that the within map showing proposed boundaries of District No. 87-1, City of Moreno Valley, County of Riverside, State of California, was approved by the City Council of the City of Moreno Valley at a regular meeting thereof, held on the 25th day of August, 1987, by its Resolution No. 87-12.

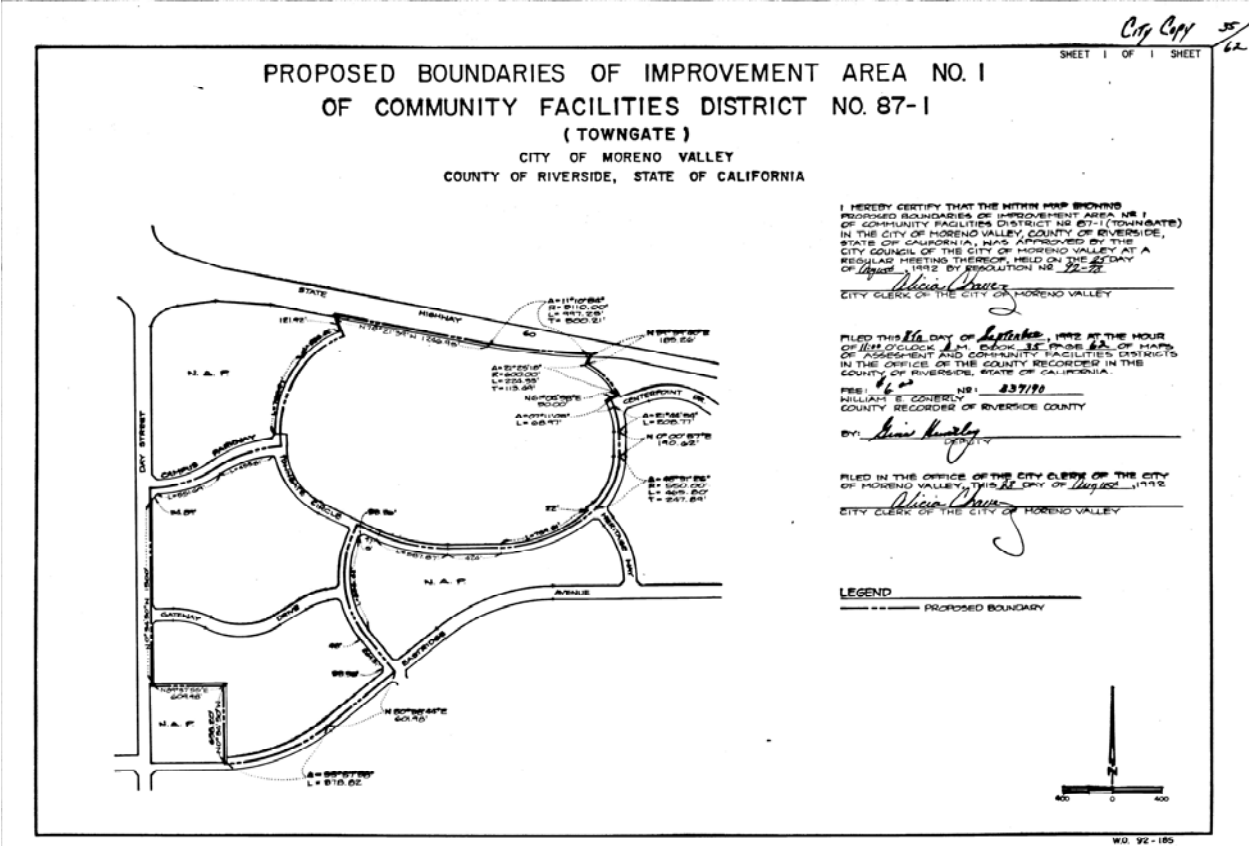
Teresa G. Burman
 CITY CLERK OF MORENO VALLEY, CALIFORNIA

PREPARED BY:
QFB & ASSOCIATES, INC.
 8809 INDIANA AVE. SUITE 201
 RIVERSIDE, CA. 92506
 (714) 781-0811

MS22-0125 7-8-87 81

Attachment: Boundary Maps (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY FACILITIES

CFD No. 87-1 Improvement Area 1 Boundary Map



Attachment: Boundary Maps (3418 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY FACILITIES



Report to City Council

TO: Mayor and City Council

FROM: Kathleen Sanchez, Human Resources Director

AGENDA DATE: May 21, 2019

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:
Denise Hansen
Executive Assistant

Department Head Approval:
Kathleen M. Sanchez
Human Resources Director

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Personnel Changes 5.21.19

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/16/19 4:49 PM
City Attorney Approval	<u>✓ Approved</u>	5/16/19 5:00 PM
City Manager Approval	<u>✓ Approved</u>	5/16/19 5:04 PM

**City of Moreno Valley
Personnel Changes
May 21, 2019**

New Hires

Diana Vargas
Sr. Administrative Assistant, Fire Department/Office of Emergency Management

Promotions

None

Transfers

None

Separations

Erin Weaver
Sr. Administrative Assistant, Public Works Department/Special Districts Division

Kristin James
Animal Services Assistant, Community Development Department/Animal Services Division

Attachment: Personnel Changes 5.21.19 (3406 : LIST OF PERSONNEL CHANGES)



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: May 21, 2019

TITLE: PAYMENT REGISTER - MARCH 2019

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Payment Register.

SUMMARY

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

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

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Financial Operations Division Manager

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

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. March 2019 Payment Register

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/25/19 10:59 AM
City Attorney Approval	<u>✓ Approved</u>	5/07/19 3:10 PM
City Manager Approval	<u>✓ Approved</u>	5/10/19 4:54 PM



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ALL AMERICAN ASPHALT, INC.	236243	03/11/2019	183584	CITYWIDE PAVEMENT REHAB PROGRAM, CONTRACTOR SERVICES	\$47,105.40
	236328	03/25/2019	183587	RELEASE OF RETENTION, CITYWIDE PAVEMENT REHAB PROGRAM	\$165,213.11
Remit to: CORONA, CA					FYTD: \$3,728,879.85
ALLIANT INSURANCE SERVICES	236185	03/04/2019	1014541	INSURANCE ANNUAL RENEWAL-SUBSTATION (2/11/19-2/11/2020)	\$57,461.84
Remit to: NEWPORT BEACH, CA					FYTD: \$70,802.84
BRIGHTVIEW LANDSCAPE SERVICES, INC.	24559	03/25/2019	6122070	LANDSCAPE MAINT-ZONES D, M & S	\$44,434.58
		03/25/2019	3610839-1	LANDSCAPE MAINT-ZONE M	
		03/25/2019	6141448	LANDSCAPE MAINT-VARIOUS LOCATIONS	
		03/25/2019	6160116-1	LANDSCAPE MAINT-ZONE D	
		03/25/2019	6166333-1	LANDSCAPE MAINT-ZONES M	
		03/25/2019	6177661-3	LANDSCAPE MAINT-ZONES D, M & S	
		03/25/2019	6211975	LANDSCAPE MAINT-ZONE D	
		03/25/2019	6211976	LANDSCAPE MAINT-ZONES M	
		03/25/2019	6211977-1	LANDSCAPE MAINT-ZONE D	
		03/25/2019	6211978	LANDSCAPE MAINT-ZONE M	
Remit to: PASADENA, CA					FYTD: \$445,145.42
COUNTY OF RIVERSIDE SHERIFF	24561	03/25/2019	SH0000034687	CONTRACT LAW ENFORCEMENT BILLING #7 (12/06/18-1/02/19)	\$2,404,891.95
Remit to: RIVERSIDE, CA					FYTD: \$30,195,406.25

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

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>
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	236193	03/04/2019	96006/NOV-18	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	\$62,678.94
		03/04/2019	96974/DEC-18	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	
		03/04/2019	95045/OCT-18	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$203,567.87
DECKERS OUTDOOR CORPORATION	24563	03/25/2019	QTR ENDING DEC18	SALES TAX PAYMENT PER OPERATING COVENANT AGREEMENT	\$39,971.40
Remit to: GOLETA, CA					<u>FYTD:</u> \$62,295.60
EASTERN MUNICIPAL WATER DISTRICT	236251	03/11/2019	JAN-19 03/11/19	WATER CHARGES	\$42,244.40
		03/11/2019	FEB-19 03/11/19	WATER CHARGES	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,614,703.21

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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	24509	03/18/2019	40-409B-04	WA# 40-409B-MVU STREETLIGHT RE-NUMBERING	\$388,882.61
		03/18/2019	40-415-04	WA# 40-415-DISTRIBUTION SUBSTATION PLANNING UPDATES	
		03/18/2019	40-418A-03	WA# 40-418A-AMERICA'S TIRE	
		03/18/2019	40-419A-01	WA# 40-419-PROLOGIS EUCALYPTUS STREET LIGHTS CONDUIT	
		03/18/2019	C19-01-0219	WA# C19-01-STREETLIGHT REPAIR	
		03/18/2019	40-410A-01	WA# 40-410-BELLA VISTA APT HOMES	
		03/18/2019	40-416A-02	WA# 40-416A-PROLOGIS INDIAN BUSINESS PARK	
		03/18/2019	40-414A-03	WA# 40-414A-DUKE REALTY NANDINA INDUSTRIAL CTR	
		03/18/2019	0405-1-243	DISTRIBUTION CHARGES 1/22-2/22/19	
		03/18/2019	40-408A-03	WA# 40-408A-RANCHO BELAGO PHASE 2	
		03/18/2019	40-407B-01	WA# 40-407-INDIAN 12KV IC LINE EXTENSION	
		03/18/2019	40-404B-01	WA# 40-404-AMAZON PARKING LOT EXPANSION	
		03/18/2019	40-417-02	WA# 40-417-GLOBE 12KV IC CABLE RECONFIGURATON	
		03/18/2019	40-403B-02	WA# 40-403B-RRMC SKILLED NURSING FACILITY	
		03/18/2019	0405-MTS1-SP159	METER FEES-REGULAR	
		03/18/2019	40-381B-04	WA# 40-381B-EXCLUSIVE TOWING	
		03/18/2019	40-380B-03	WA# 40-380B-OLEANDER EMWD BOOSTER PUMP	
		03/18/2019	40-374B-04	WA# 40-374B-CONTINENTAL VILLAGES APTS	
		03/18/2019	0406-TEMP MF-142	METER FEES-TEMP	
		03/18/2019	40-388B-04	WA# 40-388B-BEAZER HOMES	
Remit to: ANAHEIM, CA					FYTD: \$4,251,375.34
ENGIE SERVICES U.S. INC.	24469	03/11/2019	12926	CITY HALL SOLAR CARPORT PROJECT-RETENTION RELEASE	\$144,720.98
Remit to: PASADENA, CA					FYTD: \$1,181,857.79

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
EXELON GENERATION COMPANY, LLC	24472	03/11/2019	MVEU-00074A	POWER PURCHASE 2/1-2/28/19	\$514,218.24
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$6,162,693.77
GRAYBAR ELECTRIC CO INC	236325	03/18/2019	9308848712	COMMUNITY PARK RENOVATION PROJECT	\$49,712.05
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$49,712.05
INLAND EMPIRE PROPERTY SERVICE, INC	24514	03/18/2019	19102	NUISANCE ABATEMENT SVCS-LASSELLE	\$25,852.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$105,077.64
KOA CORPORATION	236287	03/18/2019	JB83146x3A	JUAN BAUTISTA DE ANZA TRAIL ATP 3, CONSULTANT SERVICES	\$97,589.24
		03/18/2019	JB83146x3C	JUAN BAUTISTA DE ANZA TRAIL ATP 3, CONSULTANT SERVICES	
		03/18/2019	JB83146x3B	JUAN BAUTISTA DE ANZA TRAIL ATP 3, CONSULTANT SERVICES	
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$132,592.39
LANDCARE USA, LLC	24577	03/25/2019	206856	LANDSCAPE MAINT-ZONES 01, 01A, 8 & E7	\$35,779.96
		03/25/2019	208660	LANDSCAPE MAINT-ZONES E7	
		03/25/2019	208852	LANDSCAPE MAINT-ZONES 01 & E7	
		03/25/2019	212077	LANDSCAPE MAINT-ZONE 01	
		03/25/2019	212078	LANDSCAPE MAINT-ZONE 01	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$324,795.86
LIBRARY SYSTEMS & SERVICES, LLC	24478	03/11/2019	INV1561	LIBRARY CONTRACT SVCS & MATERIALS-MAIN & MALL-MAR 2019	\$151,933.41
Remit to: ROCKVILLE, MD					<u>FYTD:</u> \$1,522,667.98

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA LANDSCAPES, INC.	24521	03/18/2019	83627	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-FEB19	\$28,555.00
		03/18/2019	83608	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-FEB19	
		03/18/2019	83607	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DELPHINIUM/PERHAM TO JFK-FEB19	
		03/18/2019	83603	LANDSCAPE MAINT.-SD LMD ZONE 02-FEB 2019	
		03/18/2019	83604	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-FEB19	
		03/18/2019	83606	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-FEB19	
		03/18/2019	83621	LANDSCAPE MAINT.-SENIOR CENTER-FEB19	
		03/18/2019	83612	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-FEB19	
		03/18/2019	83610	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-FEB19	
		03/18/2019	83605	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-FEB19	
		03/18/2019	83617	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-FEB19	
		03/18/2019	83613	LANDSCAPE MAINT.-AQUEDUCT/SCE & OLD LAKE DRIVE-FEB19	
		03/18/2019	83614	LANDSCAPE MAINT.-ANIMAL SHELTER-FEB19	
		03/18/2019	83615	LANDSCAPE MAINT.-MARCH ANNEX BUILDING-FEB19	
		03/18/2019	83616	LANDSCAPE MAINT.-CITY YARD-FEB19	
		03/18/2019	83619	LANDSCAPE MAINT.-LIBRARY-FEB19	
		03/18/2019	83620	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-FEB19	
		03/18/2019	83821	LANDSCAPE EXTRA WORK-FEB19-REMOVE/INSTALL NEW PLANTS-CITY HALL	
		03/18/2019	83623	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-FEB19	
		03/18/2019	83625	LANDSCAPE MAINT.-ANNEX 1-FEB19	
		03/18/2019	83626	LANDSCAPE MAINT.-VETERANS MEMORIAL-FEB19	
		03/18/2019	83609	LANDSCAPE MAINT.-NORTH AQUEDUCT-FEB19	
		03/18/2019	83611	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-FEB19	
		03/18/2019	83624	LANDSCAPE MAINT.-CITY HALL-FEB19	

Remit to: IRWINDALE, CA

FYTD: \$329,399.09

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

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>
MERCHANTS LANDSCAPE SERVICES INC	24582	03/25/2019	53409	LANDSCAPE EXTRA WORK-JAN19-ZONE 07/IRRIGATION MATERIAL	\$36,920.41
		03/25/2019	53410	LANDSCAPE EXTRA WORK-JAN19-ZONE 07/IRRIGATION MATERIAL-WATER BASIN	
		03/25/2019	53407	LANDSCAPE EXTRA WORK-JAN19-ZONE 07/INSTALL YARDNEY FILTER, ETC.	
		03/25/2019	53620	LANDSCAPE MAINT.-ZONES E-8, LMD 03, 03A, 04, 05, 06, & 07-FEB19	
		03/25/2019	53408	LANDSCAPE EXTRA WORK-JAN19-ZONE 07/INSTALL NEW 2" YARDNEY FILTER	
Remit to: MONTEREY PARK, CA					FYTD: \$449,209.65
MICON CONSTRUCTION, INC.	24426	03/04/2019	7877-02	CONSTRUCTION SERVICES-MV COMMUNITY PARK SKATE PARK PROJECT	\$188,254.14
Remit to: PLACENTIA, CA					FYTD: \$337,156.78
MORENO VALLEY UTILITY	236255	03/11/2019	MAR-19 3/11/19	ELECTRICITY CHARGES	\$65,274.26
Remit to: HEMET, CA					FYTD: \$766,122.33
ONESOURCE DISTRIBUTORS, INC.	24526	03/18/2019	S5959120.001	EMERGENCY STOCK INVENTORY-MV UTILITY	\$25,493.65
Remit to: OCEANSIDE, CA					FYTD: \$603,395.70
RE ASTORIA 2 LLC	24534	03/18/2019	00030	RENEWABLE ENERGY-MV UTILITY-FEB19	\$50,560.54
		03/18/2019	00026	RENEWABLE ENERGY-MV UTILITY-OCT18	
Remit to: SAN FRANCISCO, CA					FYTD: \$249,105.12

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

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

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
RS CONSTRUCTION SERVICES	24535	03/18/2019	140	INTERIOR ADA IMPROVEMENTS PROJECT-CONFERENCE & REC. CENTER	\$100,145.75
		03/18/2019	139	INTERIOR ADA IMPROVEMENTS PROJECT-ANIMAL SHELTER	
		03/18/2019	150	INTERIOR ADA IMPROVEMENTS PROJECT-CONFERENCE & REC. CENTER	
		03/18/2019	149	INTERIOR ADA IMPROVEMENTS PROJECT-ANIMAL SHELTER	
		03/18/2019	122	CITY CLERK SCANNING/COPY ROOM RENOVATION PROJECT AT CITY HALL	

Remit to: UPLAND, CA FYTD: \$100,145.75

SOUTHERN CALIFORNIA EDISON	236259	03/11/2019	FEB-19 3/11/19	ELECTRICITY CHARGES	\$73,044.15
		03/11/2019	026-1608/FEB-19	IFA & DISTRIBUTION UPGRADE CHARGES-KITCHING SUBSTATION	
		03/11/2019	721-3449/FEB-19	IFA CHARGES-SUBSTATION	
	236296	03/18/2019	7501003251	WDAT CHARGES-MVU/17160 KITCHING ST. SUBSTATION-JAN19	\$44,635.34
		03/18/2019	7501003270	WDAT CHARGES-MVU/GRAHAM ST.-JAN19	
		03/18/2019	7501003271	WDAT CHARGES-MVU/GLOBE ST.-JAN19	
		03/18/2019	7501003274	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-JAN19	
		03/18/2019	7501003273	WDAT CHARGES-MVU/FREDERICK AVE.-JAN19	
		03/18/2019	7501003272	WDAT CHARGES-MVU/NANDINA AVE.-JAN19	
		03/18/2019	7501003277	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-JAN19	
	03/18/2019	7501003293	RELIABILITY SERVICE-DLAP_SCE-TS10-NOV18		
	236350	03/25/2019	FEB-19 3/25/19	ELECTRICITY CHARGES	\$48,993.30

Remit to: ROSEMEAD, CA FYTD: \$2,397,993.31

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
SYNERGY COMPANIES	236213	03/04/2019	MVU RES DI 0119	ENERGY AUDITS & INSTALLATION OF ENERGY EFFICIENCY MEASURES	\$171,154.78
		03/04/2019	MVU RES DI 1218	ENERGY AUDITS & INSTALLATION OF ENERGY EFFICIENCY MEASURES	
		03/04/2019	MVU RES DI 1118	ENERGY AUDITS & INSTALLATION OF ENERGY EFFICIENCY MEASURES	
	236299	03/18/2019	MVU RES DI 0219	ENERGY AUDITS & INSTALLATION OF ENERGY EFFICIENCY MEASURES	\$116,760.96
Remit to: HAYWARD, CA					<u>FYTD:</u> \$318,674.86
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	24489	03/11/2019	201903	MARCH 2019 RETIREE MEDICAL BENEFIT BILLING	\$47,208.64
Remit to: TEMECULA, CA					<u>FYTD:</u> \$408,674.39
THINK TOGETHER, INC	24491	03/11/2019	111-18/19-8	ASES PROGRAM MANAGEMENT SERVICES-INSTALLMENT #8	\$551,610.00
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$4,483,015.98
U.S. BANK/CALCARDS	24446	03/04/2019	02-27-19	FEB. 2019 CALCARD ACTIVITY	\$239,459.71
Remit to: ST. LOUIS, MO					<u>FYTD:</u> \$2,225,993.13
VIGILANT SOLUTIONS, LLC	236355	03/25/2019	20779 RI	8 AUTOMATED LICENSE PLATE READERS	\$154,327.88
Remit to: LIVERMORE, CA					<u>FYTD:</u> \$154,327.88

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
WEST COAST ARBORISTS, INC.	24551	03/18/2019	144520	TREE REMOVAL SERVICES - ZONE E-7	\$30,581.39
		03/18/2019	145583	TREE TRIMMING/REMOVAL SERVICES - ZONE 01-TG	
		03/18/2019	145494	TREE TRIMMING/REMOVAL SERVICES - ZONE M	
		03/18/2019	145493	TREE TRIMMING/REMOVAL SERVICES - ZONE D	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$128,060.55
WILLDAN FINANCIAL SERVICES	24455	03/04/2019	010-40566	GRANT ADMINISTRATION SERVICES-JAN. 2019	\$28,744.85
		03/25/2019	010-40783	GRANT ADMINISTRATION SERVICES-FEB. 2019	\$28,359.75
Remit to: TEMECULA, CA					<u>FYTD:</u> \$246,460.55
WRCOG - WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	24553	03/18/2019	FEB-2019 TUMF	TUMF FEES COLLECTED 2/1-2/28/19-RESIDENTIAL & COMMERCIAL	\$345,641.92
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$6,986,747.69
WRCRA	236305	03/18/2019	FEB-2019 MSHCP	MSHCP FEES COLLECTED FOR FEB. 2019-RESIDENTIAL & COMMERCIAL/INDUSTRIAL	\$37,317.64
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,244,096.73
ZOLL MEDICAL CORPORATION	236263	03/11/2019	2824959	AUTOPULSE RESUSCITATION AUTOMATED CPR SYSTEMS (6)	\$90,923.76
Remit to: CHELMSFORD, MA					<u>FYTD:</u> \$90,923.76
TOTAL AMOUNTS OF \$25,000 OR GREATER					\$6,776,658.4

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
SPRAGUE, SIERRA	236310	03/18/2019	BOW19-0063, 0064	REFUND OF PERMIT FEES COLLECTED TWICE THRU ONLINE PAYMENT	\$140.80
Remit to: MENIFEE, CA					FYTD: \$140.80
A & S SMOG	236359	03/25/2019	BL#35822 -YR2019	REFUND OF OVER-PAYMENT FOR BL#35822	\$36.00
Remit to: RIVERSIDE, CA					FYTD: \$36.00
AARVIG AND ASSOCIATES, APC	236326	03/25/2019	33927	LEGAL SERVICES-CLAIM MV1761 (K. PIEHL)	\$3,988.21
		03/25/2019	34132	LEGAL SERVICES-CLAIM MV1819 (A. WHITE)	
		03/25/2019	34130	LEGAL SERVICES-CLAIM MV1761 (K. PIEHL)	
		03/25/2019	34056	LEGAL SERVICES-CLAIM MV1819 (A. WHITE)	
		03/25/2019	34054	LEGAL SERVICES-CLAIM MV1761 (K. PIEHL)	
Remit to: REDLANDS, CA					FYTD: \$23,514.57
ADLERHORST INTERNATIONAL LLC	24402	03/04/2019	102108	MONTHLY K-9 TRAINING (RICO/ARKAN) JAN 2019	\$350.00
	24458	03/11/2019	102274	MISC SUPPLIES FOR K-9 ARKAN	\$14.01
Remit to: RIVERSIDE, CA					FYTD: \$3,942.60
ADVANCED ELECTRIC	236242	03/11/2019	12979	ELECTRICAL REPAIRS-MORRISON PARK	\$6,761.64
		03/11/2019	12994	ELECTRICAL REPAIRS-TOWNGATE PARK	
		03/11/2019	12978	ELECTRICAL REPAIRS-MORENO VALLEY COMM PARK	
		03/11/2019	12968	ELECTRICAL REPAIRS-FIRE STATION ALARMS	
		03/11/2019	12924	ELECTRICAL REPAIRS-MALL LIBRARY	
	236275	03/18/2019	12980	ELECTRICAL REPAIRS-ROCKRIDGE PARK	\$148.32
	236327	03/25/2019	12507	ELECTRICAL REPAIRS-PUBLIC SAFETY BUILDING	\$3,835.00
		03/25/2019	12509	ELECTRICAL REPAIRS-CITY HALL PARKING LOT	
		03/25/2019	12508	ELECTRICAL REPAIRS-CITY HALL	
Remit to: RIVERSIDE, CA					FYTD: \$95,000.16

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

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>
AEI-CASC ENGINEERING	24556	03/25/2019	0040364	PLAN CHECK SVCS-PWQMP	\$861.00
Remit to: COLTON, CA					<u>FYTD:</u> \$41,816.75
AGUIAR, JASMINE	236227	03/04/2019	R18-128537	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
ALBERT GROVER & ASSOCIATES	236360	03/25/2019	BL#35740 -YR2019	REFUND OF OVER-PAYMENT FOR BL#35740	\$65.00
Remit to: FULLERTON, CA					<u>FYTD:</u> \$65.00
ALDI, INC.	236268	03/11/2019	MVU 7014047-01	SOLAR PBI INCENTIVE REBATE	\$13,034.04
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$140,194.80
AM CONSERVATION GROUP INC	236186	03/04/2019	IN0281295	LED SENSOR NIGHTLIGHT W/LOGO-MV UTILITY	\$1,352.27
Remit to: CHICAGO, IL					<u>FYTD:</u> \$1,352.27
AMERICAN FORENSIC NURSES	24403	03/04/2019	71766	PHLEBOTOMY SVCS	\$790.00
		03/04/2019	71783	PHLEBOTOMY SVCS	
	24498	03/18/2019	71845	PHLEBOTOMY SVCS	\$715.00
		03/18/2019	71829	PHLEBOTOMY SVCS	
Remit to: LA QUINTA, CA					<u>FYTD:</u> \$10,355.00
AMERICAN PUBLIC POWER ASSOCIATION	236244	03/11/2019	309464	DEED PROGRAM ANNUAL DUES	\$1,704.24
Remit to: BOSTON, MA					<u>FYTD:</u> \$2,384.64

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
AMTECH ELEVATOR SERVICES	24459	03/11/2019	DVB05044219	ELEVATOR ROUTINE MAINT-CITY HALL-FEB 2019	\$295.00
		03/11/2019	DVB05046219	ELEVATOR ROUTINE MAINT-EOC-FEB 2019	
	24499	03/18/2019	DVB05046319	ELEVATOR ROUTINE MAINT-EOC-FEB 2019	\$295.00
		03/18/2019	DVB05044319	ELEVATOR ROUTINE MAINT-CITY HALL-MAR 2019	
Remit to: PASADENA, CA					FYTD: \$2,505.00
ANIMAL HEALTH AND SANITARY SUPPLY	236329	03/25/2019	INV13805	MISC KENNEL SUPPLIES	\$1,640.83
Remit to: RIVERSIDE, CA					FYTD: \$4,445.20
ANNEALTA GROUP	236276	03/18/2019	1354	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	\$12,782.80
		03/18/2019	1355	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	
		03/18/2019	1356	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	
Remit to: HUNTINGTON BEACH, CA					FYTD: \$49,818.95
APPLE ONE EMPLOYMENT SERVICES	24404	03/04/2019	S7590400	TECHNICAL ARCHITECT 1 12/31-1/11/19 (M. ST CLAIR)	\$1,935.62
		03/04/2019	S7592314	TECHNICAL ARCHITECT 1 12/26-12/27/18 (M. ST CLAIR)	
	24500	03/18/2019	S7640549	TECHNICAL ARCHITECT 1 1/14-2/15/19 (M. ST CLAIR)	\$10,769.72
		03/18/2019	S7640550	NETWORK ENGINEER 1/23-2/8/19 (M. HARMESH)	
Remit to: GLENDALE, CA					FYTD: \$42,221.71
ARCHITERRA DESIGN GROUP	24501	03/18/2019	25424	CONCEPTUAL DESIGN DEMONSTRATION GARDEN 12/25/18-2/24/19	\$2,185.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$58,909.19
ARELLANO, KARIAN	236311	03/18/2019	2000708.047	TIME FOR TOTS WITHDRAW	\$131.20
Remit to: MORENO VALLEY, CA					FYTD: \$131.20

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
ASSESSOR-COUNTY CLERK RECORDER	236330	03/25/2019	19-61393	RECORDING SERVICE FEES	\$76.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$311.25
ATEL COMMUNICATIONS.COM	236241	03/04/2019	53233	NEC SOFTWARE ASSURANCE (9/18/18-9/17/19)	\$12,678.91
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$12,678.91
AVANT GARDE	24557	03/25/2019	5369	HOME HABITAT FOR HUMANITY-FEB 2019	\$2,112.25
		03/25/2019	5370	CDBG HABITAT FOR HUMANITY-FEB 2019	
		03/25/2019	5368	HOME FUNDING COMPLIANCE SVCS-FEB 2019	
Remit to: POMONA, CA					<u>FYTD:</u> \$26,701.75
BAG, JAYASHREE	236269	03/11/2019	2000696.047	BEGINNING YOUTH TENNIS - CLASS CANCELLED	\$72.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$72.00
BELBAYAN, ABDERRAHIM	236228	03/04/2019	R19-130934	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$75.00
BELOTE-BROUSSARD, AMELIA	236229	03/04/2019	R19-131281	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$75.00
BIO-TOX LABORATORIES	236187	03/04/2019	37333	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	\$3,040.00
		03/04/2019	37387	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		03/04/2019	37332	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		03/04/2019	37403	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$30,969.88
BLACKWELL, AUSTIN	236361	03/25/2019	R19-132120	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$95.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

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>
BMW MOTORCYCLES OF RIVERSIDE	24405	03/04/2019	6021141	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$2,528.61
		03/04/2019	6021142	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
	24558	03/04/2019	6021123	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		03/25/2019	6021287	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$2,951.72
		03/25/2019	6021227	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		03/25/2019	6021237	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		03/25/2019	6021284	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		03/25/2019	6021294	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	

Remit to: RIVERSIDE, CA

FYTD: \$55,151.33

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



**City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019**

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>
BOX SPRINGS MUTUAL WATER COMPANY	236188	03/04/2019	331-1 2/22/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	\$344.00
		03/04/2019	189-13 2/22/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/04/2019	1087-1 2/22/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/04/2019	721-1 2/22/19	WATER USAGE-TOWNGATE-FEB 19	
		03/04/2019	1084-1 2/22/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/04/2019	1085-1 2/22/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/04/2019	36-1 2/22/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/04/2019	45-4 2/22/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/04/2019	80-4 2/22/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/04/2019	204-9 2/22/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/04/2019	195-5 2/22/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/04/2019	1088-1 2/22/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
	03/04/2019	1086-1 2/22/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY		
Remit to: MORENO VALLEY, CA					FYTD: \$6,807.23
BRAUN BLAISING SMITH WYNNE, P.C.	236331	03/25/2019	17903	LEGAL SVCS-MV UTILITY-FEB 2019	\$758.55
Remit to: SACRAMENTO, CA					FYTD: \$4,756.84

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

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>
BRIDGEPAY NETWORK SOLUTIONS	24460	03/11/2019	3626	CREDIT CARD GATEWAY SVCS-MAR 2019	\$41.10
Remit to: ALTAMONTE SPRINGS, FL					FYTD: \$375.40
BRIGHTVIEW LANDSCAPE SERVICES, INC.	24406	03/04/2019	6103478	LANDSCAPE MAINT-VARIOUS LOCATIONS	\$18,146.90
Remit to: PASADENA, CA					FYTD: \$445,145.42
BUREAU VERITAS NORTH AMERICA, INC	24407	03/04/2019	1433133	PLAN REVIEW SVCS-AUG18	\$4,240.00
		03/04/2019	1425061	PLAN REVIEW SVCS-JUNE18	
		03/04/2019	1420751	PLAN REVIEW SVCS-MAY18	
		03/04/2019	1443118	PLAN REVIEW SVCS-OCT18	
		03/04/2019	1430595	PLAN REVIEW SVCS-JULY18	
Remit to: LOS ANGELES, CA					FYTD: \$4,240.00
CALIFORNIA STATE DEPARTMENT OF FISH AND WILDLIFE	236217	03/04/2019	02282019_CDFW	EXTENSION REQUEST FEES-LAKE/STREAMBED ALTERATION AGREEMENT	\$597.00
Remit to: ONTARIO, CA					FYTD: \$5,910.00
CALIFORNIA WATERSHED ENGINEERING CORP.	24560	03/25/2019	19449	PLAN CHECK SVCS-PMQMP-JAN 2019	\$4,387.17
Remit to: FULLERTON, CA					FYTD: \$26,384.34
CAMERON-DANIEL, P.C.	24461	03/11/2019	1040	LEGAL SERVICES-MV UTILITY	\$2,447.50
Remit to: ROSEVILLE, CA					FYTD: \$14,419.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
CANON SOLUTIONS AMERICA, INC.	24502	03/18/2019	110303119013	COPIER SVC-ERC-OCT 2018 THRU JAN 2019	\$5,282.20
		03/18/2019	110303118103	COPIER SVC-ERC-JULY THRU SEPT 2018	
Remit to: CHICAGO, IL					<u>FYTD:</u> \$7,910.52
CERNOGG, DEBOIA	236312	03/18/2019	2000704.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
CHANCY, CHIZURU	236245	03/11/2019	FEB-2019	INSTRUCTOR SERVICES-HULA/TAHITIAN DANCE CLASS	\$32.40
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$656.40
CHANDLER ASSET MANAGEMENT, INC	24462	03/11/2019	1902MORENOVA	INVESTMENT MGMT SVCS-FEB 2019	\$4,441.55
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$43,531.46
CHARLES ABBOTT ASSOCIATES, INC	24408	03/04/2019	59263	CONSULTING SVCS-NPDES/SWMP-JAN 2019	\$22,222.00
Remit to: MISSION VIEJO, CA					<u>FYTD:</u> \$192,852.50
CHAVEZ, BLANCA	236362	03/25/2019	R19-130926	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$95.00
CHRIS BALASINSKI DBA REF UNION	24463	03/11/2019	F1	REFEREES FOR MV YOUTH LEAGUE GAMES 2/2-2/9/19	\$3,456.00
		03/11/2019	J1R	REFEREES FOR MV YOUTH LEAGUE GAMES 1/30 & 1/31/19	
		03/11/2019	F2	REFEREES FOR MV YOUTH LEAGUE GAMES 2/13-2/28/19	
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$4,724.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
CIVIL SOURCE, INC.	236277	03/18/2019	116267	PLAN CHECK SVCS-PEN16-0095 (TR 36760) 12/1/18-1/31/19	\$750.00
Remit to: CHICAGO , IL					<u>FYTD:</u> \$2,000.00
COGENT COMMUNICATIONS, INC	24503	03/18/2019	312019	SECONDARY INTERNET CONNECTION 3/1-3/31/19	\$1,726.00
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$15,534.00
COLONIAL SUPPLEMENTAL INSURANCE	236189	03/04/2019	7133069-0301366	EMPLOYEE SUPPLEMENTAL INSURANCE	\$14,029.28
		03/04/2019	7133069-0201310	EMPLOYEE SUPPLEMENTAL INSURANCE	
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$58,579.18
COMMONWEALTH LAND TITLE COMPANY	236246	03/11/2019	00010977	PRELIMINARY REPORT-APN 482-060-036	\$450.00
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$450.00
CORDERO, ABEL	236270	03/11/2019	112168	REFUND-OVERPAYMENT	\$308.00
Remit to: LOMA LINDA, CA					<u>FYTD:</u> \$308.00
CORODATA MEDIA STORAGE INC.	236278	03/18/2019	DS1287577	OFF-SITE MEDIA STORAGE-FEB 2019	\$414.92
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$3,123.09
COSTAR REALTY INFORMATION, INC	236190	03/04/2019	108964065-1	COMMERCIAL REAL ESTATE DATABASE SVC-MAR 2019	\$1,436.00
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$12,924.00
COUNSELING TEAM, THE	236191	03/04/2019	71555	EMPLOYEE ASSISTANCE PROGRAM-JAN 2019	\$1,250.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$17,629.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
COUNTRY SQUIRE ESTATES	236247	03/11/2019	JAN-FEB 2019	REFUND FOR COUNTRY SQUIRE JAN-FEB 2019	\$43.95
Remit to: ONTARIO, CA					<u>FYTD:</u> \$371.28
COUNTS UNLIMITED, INC.	24464	03/11/2019	19073	TRAFFIC DATA COLLECTION	\$570.00
Remit to: CORONA, CA					<u>FYTD:</u> \$12,955.00
COUNTY OF RIVERSIDE	24504	03/18/2019	IT0000002702	APX 7500M DUAL BAND, HPD MODEM MAINT	\$2,945.35
	236248	03/11/2019	PU0000004604	FUEL FOR CITY VEHICLE	\$42.03
	236332	03/25/2019	19-22062	MAP-ASSESSMENT/ANNEXATION DIAGRAM	\$29.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$50,836.98
COUNTY OF RIVERSIDE 1	236279	03/18/2019	PU0000004626	JANITORIAL SUPPLIES-POLICE STATION-JAN 2019	\$539.63
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$9,981.40
CRIME SCENE STERI-CLEAN, LLC	24409	03/04/2019	39135	BIO HAZARD REMOVAL SERVICE	\$200.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$11,252.00
CRST LINCOLN SALES	236313	03/18/2019	CK#225592	REISSUE UNCLAIMD CK-REFUND PARKING CITATION OVERPMT	\$84.00
Remit to: CEDAR RAPIDS, IA					<u>FYTD:</u> \$84.00
CSG CONSULTANTS, INC.	24562	03/25/2019	B181479	PLAN CHECK SVCS-DEC 2018	\$13,640.25
		03/25/2019	B181341-REV.1	PLAN CHECK SVCS-NOV 2018	
Remit to: FOSTER CITY, CA					<u>FYTD:</u> \$66,883.50
D&D SERVICES DBA D&D DISPOSAL, INC.	236249	03/11/2019	49590	DECEASED ANIMAL REMOVAL SVC-FEB 2019	\$745.00
Remit to: VALENCIA, CA					<u>FYTD:</u> \$6,705.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



**City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019**

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>
DANE CONSTRUCTION	24410	03/04/2019	022619-1	RECEPTION DESK INSTALLATION-SENIOR CTR	\$19,851.00
Remit to: RIVERSIDE, CA					FYTD: \$110,215.00
DATA TICKET, INC.	24411	03/04/2019	97333	ADMIN CITATION PROCESSING-NPDES- JAN 19	\$464.00
	24465	03/11/2019	98093	ADMIN CITATION PROCESSING-PD- JAN19	\$58.88
	24505	03/18/2019	98091	ADMIN CITATION PROCESSING-BLDG & SAFETY- JAN19	\$677.49
		03/18/2019	98090	ADMIN CITATION PROCESSING-ANIMAL SVCS - JAN 2019	
Remit to: IRVINE, CA					FYTD: \$156,188.96
DE SANTIS, THOMAS M	236218	03/04/2019	REIMB. - 2/15/19	LODGING REIMBURSEMENT-LCC CITY MANAGER'S CONFERENCE IN SAN DIEGO	\$609.87
		03/04/2019	REIMB. - 2/1/19	LODGING REIMBURSEMENT FOR LCC CONFERENCE MINUS PER DIEM REIMB.	
	236264	03/11/2019	2/13 - 2/15/19	TRAVEL PER DIEM & TRANSPORTATION COST REIMBURSEMENT-LCC CM CONF.	\$197.05
Remit to: TEMECULA, CA					FYTD: \$1,173.17
DEBINAIRE COMPANY	24506	03/18/2019	M213195	BOILER MAINT-CONF & REC CTR	\$565.00
		03/18/2019	M213129	BOILER MAINT-ANIMAL SHELTER	
		03/18/2019	M213131	BOILER MAINT-CITY HALL	
		03/18/2019	M213133	BOILER MAINT-PUBLIC SAFETY BLDG	
Remit to: CORONA, CA					FYTD: \$3,852.20
DEHOOG, LAURA	236230	03/04/2019	R18-129947	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
DEJOHNETTE, ALVIN	236219	03/04/2019	3/6 - 3/8/19	TRAVEL PER DIEM, MILEAGE & PARKING-PLANNING COMMISSION ACADEMY	\$245.62
Remit to: MORENO VALLEY, CA					FYTD: \$245.62

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
DELTA DENTAL OF CALIFORNIA	24412	03/04/2019	BE003254706	EMPLOYEE DENTAL INSURANCE-PPO	\$12,811.98
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$115,764.46
DELTACARE USA	24413	03/04/2019	BE003255486	EMPLOYEE DENTAL INSURANCE-HMO	\$4,952.04
Remit to: DALLAS, TX					<u>FYTD:</u> \$43,680.37
DEPARTMENT OF ENVIRONMENTAL HEALTH	236194	03/04/2019	IN0341346	ENVIRONMENTAL HEALTH PERMIT-SUNNYMEAD PARK	\$734.00
	236280	03/18/2019	IN0342989	ENVIRONMENTAL HEALTH PERMIT-BETHUNE PARK	\$534.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$15,506.23
DEPARTMENT OF WATER RESOURCES	236306	03/18/2019	02022019_DWR	JUAN BAUTISTA DE ANZA MULTI-USE TRAIL GAP CLOSURE-FIRST SUBMITTAL REVIEW	\$2,300.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$5,300.00
DFM ASSOCIATES	236334	03/25/2019	44131	2019 CALIFORNIA ELECTION CODE	\$57.64
Remit to: IRVINE, CA					<u>FYTD:</u> \$57.64
DISH DBS CORPORATION	236250	03/11/2019	86557282/MAR19	SATELLITE TV-FIRE STATION 99-3/1-3/30/19	\$106.04
Remit to: PALATINE, IL					<u>FYTD:</u> \$771.32

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley Payment Register

For Period 3/1/2019 through 3/31/2019

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>	
DMS FACILITY SERVICES	24414	03/04/2019	RC-L114369	JANITORIAL SVCS-IRIS PD SUBSTATION-JAN 2019	\$860.00	
		03/04/2019	RC-L114583	JANITORIAL SVCS-IRIS PD SUBSTATION-FEB 2019		
		03/04/2019	RC-L114582	JANITORIAL SVCS-PERRIS PD SUBSTATION-FEB 2019		
		03/04/2019	RC-L114368	JANITORIAL SVCS-PERRIS PD SUBSTATION-JAN 2019		
		24466	03/11/2019	L47295	SPECIAL CLEANINGS FOR JAN 2019 EVENT RENTALS-CONF & REC CTR	\$2,115.00
			03/11/2019	L47296	SPECIAL CLEANINGS FOR JAN 2019 EVENT RENTALS-SENIOR CTR	
		24507	03/18/2019	RC-L114832	JANITORIAL SVCS-MARCH FIELD COMM CTR-MAR 2019	\$7,837.92
			03/18/2019	RC-L114825	JANITORIAL SVCS-ANNEX 1-MAR 2019	
			03/18/2019	L47474	SPECIAL CLEANINGS FOR FEB 2019 EVENT RENTALS-TOWNGATE COMM CTR	
			03/18/2019	RC-L114843	JANITORIAL SVCS-CITY YARD SANTIAGO OFFICE-MAR 2019	
			03/18/2019	RC-L114835	JANITORIAL SVCS-RED MAPLE PORTABLE-MAR 2019	
			03/18/2019	RC-L114837	JANITORIAL SVCS-SUNNYMEAD MIDDLE/THINK-MAR 2019	
			03/18/2019	RC-L114839	JANITORIAL SVCS-TOWNGATE COMM CTR-MAR 2019	
			03/18/2019	RC-L114830	JANITORIAL SVCS-EMPLOYMENT RESOURCE CTR-MAR 2019	
			03/18/2019	RC-L114829	JANITORIAL SVCS-EMERGENCY OP'S CTR-MAR 2019	
			03/18/2019	RC-L114834	JANITORIAL SVCS-RAINBOW RIDGE PORTABLE-MAR 2019	
			03/18/2019	RC-L114841	JANITORIAL SVCS-COTTONWOOD GOLF CTR-MAR 2019	
			03/18/2019	RC-L114847	JANITORIAL SVCS-PERRIS PD SUBSTATION-MAR 2019	
			03/18/2019	RC-L114824	JANITORIAL SVCS-ANIMAL SHELTER-MAR 2019	
			03/18/2019	RC-L114848	JANITORIAL SVCS-IRIS PD SUBSTATION-MAR 2019	
			03/18/2019	RC-L114827	JANITORIAL SVCS-CITY YARD-MAR 2018	
			03/18/2019	RC-L114838	JANITORIAL SVCS-SUNNYMEAD ELEMENTARY-MAR 2019	
		24564	03/25/2019	L47472	SPECIAL CLEANINGS FOR FEB 2019 EVENT RENTALS-CONF & REC CTR	

Remit to: SOUTH PASADENA, CA

FYTD: \$123,211.54

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
DREAD, PAMELA	236363	03/25/2019	PHO19-0059	REFUND-HOME OCCUPATION PERMIT	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
E.R. BLOCK PLUMBING & HEATING, INC.	24415	03/04/2019	128273	BACKFLOW DEVICE REPAIR-ZONE M	\$1,170.00
	24508	03/18/2019	128289	BACKFLOW DEVICE REPAIR-ANIMAL SHELTER	\$5,332.50
	24565	03/25/2019	128361	BACKFLOW DEVICE TEST-UTILITY FIELD OFFICE	\$2,548.13
		03/25/2019	127930	BACKFLOW DEVICE TEST-ZONE M	
		03/25/2019	128496	BACKFLOW DEVICE TEST-FIRE STATION 48	
		03/25/2019	127839	BACKFLOW DEVICE TEST-ZONE 2	
Remit to: RIVERSIDE, CA					FYTD: \$40,980.65
EASTERN MUNICIPAL WATER DISTRICT	236195	03/04/2019	JAN-19 3/04/19	WATER CHARGES	\$5,016.68
		03/04/2019	FEB-19 3/04/19	WATER CHARGES	
	236281	03/18/2019	FEB-19 3/18/19	WATER CHARGES	\$1,865.95
	236335	03/25/2019	JAN-19 03/25/19	WATER CHARGES	\$1,974.55
		03/25/2019	FEB-19 03/25/19	WATER CHARGES	
Remit to: PERRIS, CA					FYTD: \$1,614,703.21
EDGEMONT COMMUNITY SERVICES DISTRICT	236196	03/04/2019	19-04	FY18/19 LIGHTING USER FEES-APN 291-250-005-4	\$486.84
Remit to: RIVERSIDE, CA					FYTD: \$627.84
EMERGENT BATTERY TECHNOLOGIES, INC.	24467	03/11/2019	34585	REPLACEMENT BATTERIES (40) FOR BACKUP SYSTEMS	\$4,573.70
Remit to: ANAHEIM, CA					FYTD: \$27,988.56

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
EMPIRE MOWER	236282	03/18/2019	286	TREE TRIMMING EQUIPMENT PARTS	\$458.19
		03/18/2019	159	TREE TRIMMING EQUIPMENT PARTS	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,245.98
ENCO UTILITY SERVICES MORENO VALLEY LLC	24468	03/11/2019	0402-MF-02241	SOLAR SYSTEM INSPECTION	\$235.00
	24566	03/25/2019	0402-MF-02244	SOLAR SYSTEM INSPECTION	\$235.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$4,251,375.34
ENNIS PAINT INC/AMERICAN TRAFFIC PRODUCTS	24470	03/11/2019	231635	TRAFFIC PAINT SUPPLIES	\$4,752.10
Remit to: CHARLOTTE, NC					<u>FYTD:</u> \$61,686.37
ENVER SOLAR	236364	03/25/2019	BL#27328 -YR2019	REFUND OF OVER-PAYMENT FOR BL#27328	\$153.41
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$153.41
ENVIRONMENTAL & REGULATORY SPECIALST, INC	24567	03/25/2019	2750	CONDUCTED BURROWING OWL SURVEY-POORMAN'S RESERVOIR FEB 2019	\$1,600.00
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$3,200.00
ESRI, INC.	24471	03/11/2019	93602014	ARCGIS ONLINE FIELD WORKER LICENSE 2/27-7/30/19	\$738.36
Remit to: REDLANDS, CA					<u>FYTD:</u> \$28,932.19
EVANS ENGRAVING & AWARDS	24568	03/25/2019	31219-6	NAMEPLATE/BADGE-A. CHRISTIAN	\$40.95
Remit to: BANNING, CA					<u>FYTD:</u> \$615.59
FAHIE, JERRY	236197	03/04/2019	022419	SPORTS OFFICIATING SERVICES-SOFTBALL	\$42.00
	236283	03/18/2019	031019	SPORTS OFFICIATING SERVICES-SOFTBALL	\$42.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$462.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

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>
FAST SIGNS	236198	03/04/2019	70-39425	FABRICATION AND INSTALLATION OF NEW SIGN-PROJECT PEN 18-0066	\$573.68
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,118.09
FEHR & PEERS	24473	03/11/2019	128279	SSARP CITYWIDE PEDESTRIAN SAFETY STUDY, CONSULTANT SERVICES	\$6,449.34
Remit to: WALNUT CREEK, CA					<u>FYTD:</u> \$74,506.90
FIRST AMERICAN DATA TREE, LLC	236252	03/11/2019	20027760219	ONLINE SOFTWARE SUBSCRIPTION-FEB 2018	\$99.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$891.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register

For Period 3/1/2019 through 3/31/2019

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>
FIRST CHOICE SERVICES	24474	03/11/2019	644997	WATER PURIF UNIT RENTAL-FIRE STATION 58	\$504.90
		03/11/2019	644991	WATER PURIF UNIT RENTAL-CONF & REC CTR	
		03/11/2019	645001	WATER PURIF UNIT RENTAL-LIBRARY	
		03/11/2019	644999	WATER PURIF UNIT RENTAL-FIRE STATION 91	
		03/11/2019	645000	WATER PURIF UNIT RENTAL-FIRE STATION 99	
		03/11/2019	644998	WATER PURIF UNIT RENTAL-FIRE STATION 65	
		03/11/2019	644996	WATER PURIF UNIT RENTAL-FIRE STATION 48	
		03/11/2019	644994	WATER PURIF UNIT RENTAL-FIRE STATION 2	
		03/11/2019	644992	WATER PURIF UNIT RENTAL-CITY YARD	
		03/11/2019	644987	WATER PURIF UNIT RENTAL-ANIMAL SHELTER	
		03/11/2019	644989	WATER PURIF UNIT RENTAL-CITY HALL 1ST FLOOR	
		03/11/2019	644993	WATER PURIF UNIT RENTAL-EMERGENCY OP'S CTR	
		03/11/2019	645003	WATER PURIF UNIT RENTAL-SENIOR CENTER	
		03/11/2019	645004	WATER PURIF UNIT RENTAL-TRANSP TRAILER	
		03/11/2019	645002	WATER PURIF UNIT RENTAL-PUBLIC SAFETY BUILDING	
		03/11/2019	644995	WATER PURIF UNIT RENTAL-FIRE STATION 6	
		03/11/2019	644990	WATER PURIF UNIT RENTAL-CITY HALL 2ND FLOOR	
Remit to: ONTARIO, CA					<u>FYTD:</u> \$5,255.55
FRANCE PUBLICATIONS, INC.	24510	03/18/2019	WR97708	FULL PAGE AD-WESTERN REAL ESTATE BUSINESS-12/1/18 ISSUE	\$8,345.00
		03/18/2019	SB98032	FULL PAGE AD-SHOPPING CENTER BUSINESS-1/1/19 ISSUE	
		03/18/2019	IF98241	HOST SPONSORSHIP-MARCH 2019	
Remit to: ATLANTA, GA					<u>FYTD:</u> \$21,345.00
FRANKLIN, L. C.	24569	03/25/2019	FEB-2019	MILEAGE REIMBURSEMENT	\$254.62
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,550.49

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
FRICK, CRAIG R.	236284	03/18/2019	REIMB 2-25-19	REIMBURSEMENT-RENEWAL OF ICC INSPECTOR CERTIFICATIONS	\$135.00
Remit to: NUEVO, CA					<u>FYTD:</u> \$135.00
FRIENDS OF THE MV SENIOR CENTER	24570	03/25/2019	12-2018	SENIOR MOVAN PROGRAM-CDBG REIMBURSEMENT	\$7,877.93
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$31,294.63
FRONTIER COMMUNICATIONS/FORMERLY VERIZON	24571	03/25/2019	7002Z183-S-19064	BACKBONE COMMUNICATIONS SERVICE 3/5/19-4/4/19	\$2,559.02
Remit to: ROCHESTER, NY					<u>FYTD:</u> \$20,020.07
FRONTIER COMMUNICATIONS/FORMERLY VERIZON CALIF.	236199	03/04/2019	081095-5/FEB19	FOREIGN EXCHANGE BUS LISTING-MV UTILITY	\$7.05
	236336	03/25/2019	082109-5/MAR19	PHONE SVC FOR ERC 03/04-4/3/19	\$632.92
	236337	03/25/2019	081095-5/MAR19	FOREIGN EXCHANGE BUS LISTING-MV UTILITY	\$7.05
Remit to: CINCINNATI, OH					<u>FYTD:</u> \$6,241.44
G/M BUSINESS INTERIORS, INC.	24572	03/25/2019	0249323-IN	ERGONOMIC FURNITURE	\$5,502.73
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$25,984.57
GALLAGHER, ELAINE	236314	03/18/2019	BANQUET 2018	REIMBURSEMENT-2018 VOLUNTEER BANQUET	\$141.32
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$141.32
GARCIA, CHANTEL	24416	03/04/2019	FEB-2019	INSTRUCTOR SERVICES-ART EXPRESSION CLASS	\$273.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,569.60

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
GIL, GABRIEL	236220	03/04/2019	3/12 - 3/15/19	TRAVEL PER DIEM-CSAIA 2019 SPRING TRAINING CONFERENCE	\$248.50
Remit to: MORENO VALLEY, CA					FYTD: \$248.50
GONZALEZ, RICARDO	236221	03/04/2019	3/6 - 3/7/19	TRAVEL PER DIEM & MILEAGE-OPTICAL NETWORKING & COMM. CONFERENCE	\$213.22
Remit to: RIVERSIDE, CA					FYTD: \$213.22
GONZALEZ, TINA	236315	03/18/2019	R19-131549	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
GOVINVEST, INC.	24417	03/04/2019	2525	OPEB & PENSION ANNUAL LICENSING	\$10,000.00
Remit to: TORRANCE, CA					FYTD: \$10,000.00
GRAVES & KING, LLP	24573	03/25/2019	1812-0010184-01	LEGAL SERVICES-CLAIM MV1814 (J. FEW)	\$11,864.87
		03/25/2019	1901-0009936-03	LEGAL SERVICES-CLAIM MV1707 (T. HUFF)	
		03/25/2019	1901-0010166-03	LEGAL SERVICES-CLAIM MV0010166 (INRI TOWING)	
		03/25/2019	1902-0010184-02	LEGAL SERVICES-CLAIM MV1814 (J. FEW)	
		03/25/2019	1901-0010107-02	LEGAL SERVICES-CLAIM MV1833 (P. MIDDLEBROOKS)	
		03/25/2019	1902-0010107-03	LEGAL SERVICES-CLAIM MV1833 (P. MIDDLEBROOKS)	
		03/25/2019	1902-0010166-04	LEGAL SERVICES-CLAIM MV0010166 (INRI TOWING)	
Remit to: RIVERSIDE, CA					FYTD: \$112,635.35
HABITAT FOR HUMANITY RIVERSIDE	24475	03/11/2019	CDBG MV1819-06 R	CDBG-A BRUSH WITH KINDNESS PROGRAM-DEC 2018 (REVISED)	\$310.52
		03/11/2019	CDBG MV1819-03 R	CDBG-A BRUSH WITH KINDNESS PROGRAM-SEPT 2018 (REVISED)	
Remit to: RIVERSIDE, CA					FYTD: \$267,651.39

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
HABITAT RESTORATION SCIENCES, INC	24418	03/04/2019	9798	DETENTION BASIN MAINT-NOV 2018	\$3,721.00
		03/04/2019	9740	DETENTION BASIN MAINT-OCT 2018	
	24511	03/18/2019	9860	DETENTION BASIN MAINT SVC-DEC 2018	\$3,748.00
		03/18/2019	9914	DETENTION BASIN MAINT-JAN 2019	
Remit to: VISTA, CA					<u>FYTD:</u> \$16,839.00
HARGIS, CALEB	236265	03/11/2019	3/19 - 3/22/19	TRAVEL PER DIEM & MILEAGE-CPRS CONFERENCE 2019	\$259.07
Remit to: TEMECULA, CA					<u>FYTD:</u> \$714.07
HARRIS, ROBERT	236222	03/04/2019	3/6 - 3/8/19	TRAVEL PER DIEM, MILEAGE & PARKING-PLANNING COMMISSION ACADEMY	\$245.62
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$245.62
HATZL-PATTERSON, NINA MICHELE	24574	03/25/2019	3/27 - 3/29/19	TRAVEL PER DIEM & MILEAGE-CALED ANNUAL TRAINING CONFERENCE	\$212.33
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$442.74
HDL SOFTWARE LLC	236285	03/18/2019	0013928-IN	BUSINESS LICENSE SOFTWARE QUARTERLY HOST CHARGES 4/1-6/30/19	\$495.00
Remit to: BREA, CA					<u>FYTD:</u> \$16,848.40
HETHERMAN, ANTHONY CHRISTOPHER	24476	03/11/2019	3/19 - 3/21/19	TRAVEL PER DIEM & MILEAGE-CPRS CONFERENCE 2019	\$193.07
Remit to: TEMECULA, CA					<u>FYTD:</u> \$193.07
HLP, INC.	24512	03/18/2019	16038	WEB LICENSE MONTHLY SVC FEE	\$60.20
Remit to: LITTLETON, CO					<u>FYTD:</u> \$32,318.65

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
HR GREEN PACIFIC INC.	24513	03/18/2019	123337	PLAN CHECK SVCS-OCT 2018	\$5,916.00
	24575	03/25/2019	125109	PLAN CHECK SVCS-WQMP-THRU 2/22/19	\$10,127.50
		03/25/2019	125025	PLAN CHECK SVCS-ENCROACHMENT PERMITS	
		03/25/2019	124994	PLAN CHECK SVCS-ENCROACHMENT PERMITS	
		03/25/2019	124993	PLAN CHECK SVCS-PEN17-0014/TR31621 1/27-2/22/19	
Remit to: DES MOINES, IA					<u>FYTD:</u> \$108,075.56
HUGHES NETWORK SYSTEMS, LLC	236286	03/18/2019	B1-338334965	INTERNET SVCS 2/1-2/27/19 & 2/28-3/30/19	\$184.68
Remit to: CHICAGO, IL					<u>FYTD:</u> \$554.04
HURTADO , PETE	236231	03/04/2019	110230	REFUND-PLANNING FEES-PAA18-0004	\$750.00
	236232	03/04/2019	110231	REFUND-PLANNING FEES-PAA18-005	\$750.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
INLAND EMPIRE PROPERTY SERVICE, INC	24419	03/04/2019	19100	NUISANCE ABATEMENT SVCS-APN HEACOCK	\$1,941.00
		03/04/2019	19101	NUISANCE ABATEMENT SVCS-PAVILION	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$105,077.64
INLAND OVERHEAD DOOR COMPANY	24576	03/25/2019	43534	ROLL UP DOOR REPAIR-CITY YARD	\$438.25
Remit to: COLTON, CA					<u>FYTD:</u> \$16,844.50
INSIDE PLANTS, INC.	24477	03/11/2019	73869	INSIDE PLANT MAINT SVC-MAR 2019	\$130.00
Remit to: CORONA, CA					<u>FYTD:</u> \$1,170.00
INTERPRETERS UNLIMITED	24420	03/04/2019	M19M1-13197	LANGUAGE INTERPRETATION SERVICES	\$56.00
	24515	03/18/2019	M19M2-13197	LANGUAGE INTERPRETATION SERVICES	\$72.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$1,058.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
INTERWEST CONSULTING GROUP	24516	03/18/2019	47074	CONSTRUCTION INSPECTION SVCS-JAN 2019	\$16,740.00
Remit to: BOULDER, CO					FYTD: \$122,940.00
INTOUCH BIOSOLUTIONS, LLC	236233	03/04/2019	BL#25716 -YR2019	REFUND OF OVER-PAYMENT FOR BL#25716	\$65.00
Remit to: MORENO VALLEY, CA					FYTD: \$65.00
ISLAS, MARISOL	236316	03/18/2019	2000705.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
JIMENEZ, CLEMENT	236357	03/25/2019	3/31 - 4/3/19	TRAVEL PER DIEM & MILEAGE-APPA ENGINEERING & OPS. CONFERENCE	\$235.83
Remit to: HEMET, CA					FYTD: \$345.01
JOE A. GONSALVES & SON	24421	03/04/2019	157239	STATE LOBBYIST-MARCH 2019	\$3,045.00
Remit to: SACRAMENTO, CA					FYTD: \$27,135.00
JOHNSON , TRACY	24422	03/04/2019	FEB-2019	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$334.80
Remit to: MORENO VALLEY, CA					FYTD: \$2,608.70
JOHNSON MEZZCAP	24423	03/04/2019	1126	LITE OWL & E-SERIES EQUIPMENT LEASE-MARCH 2019	\$2,243.51
Remit to: DALLAS, TX					FYTD: \$20,191.59
KENNEDY, JANA	236365	03/25/2019	R19-133317	ANIMAL SERVICES REFUND-RETURN ADOPTION FEES	\$155.00
Remit to: YUCAIPA, CA					FYTD: \$155.00
KIMLEY-HORN & ASSOC., INC.	24424	03/04/2019	11490665	MV ARTERIAL TRAFFIC MGMT SYSTEM MAINT & SUPPORT 7/01/1/-12/31/18	\$12,250.00
Remit to: LOS ANGELES, CA					FYTD: \$60,155.06

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
KOA CORPORATION	236253	03/11/2019	JB74069x10	ALESSANDRO BLVD/GRANT ST TRAFFIC SIGNAL IMPROVEMENTS, CONSULTANT SERVICES	\$5,492.50
	236338	03/25/2019	JB74069x11	ALESSANDRO BLVD/GRANT ST TRAFFIC SIGNAL IMPROVEMENTS, CONSULTANT SERVICES	\$267.50
Remit to: MONTEREY PARK, CA					FYTD: \$132,592.39
LARA, JOSEPH R.	236223	03/04/2019	3/6 - 3/7/19	TRAVEL PER DIEM & MILEAGE-OPTICAL NETWORKING & COMM. CONFERENCE	\$203.82
Remit to: LAKE ELSINORE, CA					FYTD: \$203.82
LEADING EDGE LEARNING CENTER	236200	03/04/2019	FEB-2019	INSTRUCTOR SERVICES-READING RASCALS & GED PREP CLASSES	\$300.00
Remit to: RIVERSIDE, CA					FYTD: \$1,284.66
LEE, JONATHAN	236307	03/18/2019	CK#234801	REISSUE UNCLAIMED CK-CRIME PREV TRAINING MILEAGE REIMB.	\$239.80
Remit to: MORENO VALLEY, CA					FYTD: \$479.60
LEE, MIKE	24578	03/25/2019	3/27 - 3/29/19	TRAVEL PER DIEM-CALED ANNUAL TRAINING CONFERENCE	\$165.00
Remit to: CHINO HILLS, CA					FYTD: \$562.58
LEE-MCDUFFIE, PRECIOUS	24517	03/18/2019	MAR-2019	INSTRUCTOR SERVICES-ACTING, SPEECH, & SINGING CLASSES FOR KIDS	\$637.20
Remit to: MORENO VALLEY, CA					FYTD: \$4,251.69
LEIVAS, INC. DBA. LEIVAS LIGHTING	24518	03/18/2019	238234	LANDSCAPE LIGHTING MAINTENANCE-FEB 2019	\$1,136.61
		03/18/2019	238232	LANDSCAPE LIGHTING MAINTENANCE-DEC 2018	
	24579	03/25/2019	238235	LANDSCAPE MAINTENANCE-VARIOUS LOCATIONS	\$1,032.41
Remit to: RIVERSIDE, CA					FYTD: \$18,789.42

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
LEON, LIZBETH	236366	03/25/2019	R19-131527	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
LEVEL 3 COMMUNICATIONS/FORMERLY TW TELCOM	24425	03/04/2019	78073510a	INTERNET & DATA SVCS 2/17-3/16/19	\$4,967.12
		03/04/2019	78073510	LOCAL/LONG DISTANCE CALLS 2/17-3/16/19	
Remit to: BROOMFIELD, CO					FYTD: \$45,113.51
LIEBERT, CASSIDY, WHITMORE	236288	03/18/2019	1473379	LEGAL SERVICES-MO140-00017	\$88.00
Remit to: LOS ANGELES, CA					FYTD: \$40,586.80
LIGHTHOUSE FITNESS MANAGEMENT	236367	03/25/2019	BL#30611 -YR2019	REFUND OF OVER-PAYMENT FOR BL#30611	\$13.53
Remit to: NORCROSS, GA					FYTD: \$13.53
LILLY, ANA	24519	03/18/2019	00043	GRAPHIC/WEB DESIGN 2/10-2/22/19	\$1,008.00
	24580	03/25/2019	00044	GRAPHIC/WEB DESIGN 2/24-3/10/19	\$1,004.06
Remit to: RIVERSIDE, CA					FYTD: \$21,941.86
LIU, IRIS	236368	03/25/2019	111945	OVERPAYMENT-SCP18-0011-BOUNDARY MAP PREPARATION	\$400.00
Remit to: IRVINE, CA					FYTD: \$400.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
LYONS SECURITY SERVICE, INC	24479	03/11/2019	25727	SECURITY GUARD SVCS-LIBRARY-FEB 2019	\$12,741.17
		03/11/2019	25726	SECURITY GUARD SVCS-CONF & REC CTR SPECIAL EVENTS-FEB 2019	
		03/11/2019	25725	SECURITY GUARD SVCS-CONF & REC CTR -FEB 2019	
	24520	03/11/2019	25723	SECURITY GUARD SVCS-CITY HALL-FEB 2019	\$7,502.31
		03/18/2019	25664	SECURITY GUARD SVCS-TOWNGATE COMM CTR-JAN 2019	
		03/18/2019	25679	SECURITY GUARD SVCS-MARCH AFB EVENT JAN 18,2019	
		03/18/2019	25724	SECURITY GUARD SVCS-COTTONWOOD GOLF CTR SPECIAL EVENTS-FEB 2019	
		03/18/2019	25729	SECURITY GUARD SVCS-TOWNGATE COMM CTR-FEB 2019	
		03/18/2019	25659	SECURITY GUARD SVCS-CONF & REC CTR-JAN 2019	
Remit to: ANAHEIM, CA					FYTD: \$144,592.34
MAIRENA, MARIA	236317	03/18/2019	R19-131469	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: PERRIS, CA					FYTD: \$95.00
MALIBU TRANSPORTATION, LLC	236234	03/04/2019	BL#31354 -YR2019	REFUND OF OVER-PAYMENT FOR BL#31354	\$67.65
Remit to: MORENO VALLEY, CA					FYTD: \$67.65
MANDELL MUNICIPAL COUNSELING	236289	03/18/2019	FEB 2019	LEGAL SERVICES-CSD TRANSITIONS PROJECT	\$300.00
Remit to: LOS ANGELES, CA					FYTD: \$1,750.00
MANNING, ANTONIO	236271	03/11/2019	2000691.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
MARCH JOINT POWERS AUTHORITY	236254	03/11/2019	47346	GAS CHARGES-M.A.R.B. BUILDING 938-JAN19	\$49.93
		03/11/2019	47343	GAS CHARGES-M.A.R.B. BUILDING 823-JAN19	
Remit to: RIVERSIDE, CA					FYTD: \$123.95
MASON, SAM	236201	03/04/2019	FEB-2019	INSTRUCTOR SERVICES-BOXING/KICKBOXING/MMA CLASSES	\$668.00
		03/04/2019	JAN-2019	INSTRUCTOR SERVICES-BOXING/KICKBOXING/MMA CLASSES	
	236339	03/25/2019	MAR-2019	INSTRUCTOR SERVICES-BOXING, KICKBOXING, & MMA ICON CLASSES	\$267.20
Remit to: MORENO VALLEY, CA					FYTD: \$2,250.40
MATHIS, CHAUNTEE	236272	03/11/2019	2000690.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$400.00
MAXIMUM EXHAUST CLEANING, INC.	236340	03/25/2019	95714	CRC CATERING KITCHEN EXHAUST CLEANING	\$760.00
		03/25/2019	95713	SENIOR CENTER KITCHEN EXHAUST CLEANING	
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$1,610.00
MCCAIN TRAFFIC SUPPLY	236341	03/25/2019	INV0238374	TRAFFIC SIGNAL EQUIPMENT	\$10,940.02
		03/25/2019	INV0237646	TRAFFIC SIGNAL EQUIPMENT	
Remit to: VISTA, CA					FYTD: \$57,344.10
MENGISTU, YESHIALEM	24581	03/25/2019	FEB-2019	MILEAGE REIMBURSEMENT	\$174.58
Remit to: MORENO VALLEY, CA					FYTD: \$1,131.86
MGT OF AMERICA, INC.	24480	03/11/2019	35174	CONSULTING SVCS.-ANNUAL COMPLETION & FILING OF SB 90 CLAIMS	\$5,450.00
Remit to: TALLAHASSEE, FL					FYTD: \$10,900.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
MICHAEL BAKER INTERNATIONAL, INC	24522	03/18/2019	1031830	CONSULTANT PLAN CHECK SVCS.-PEN17-0001/DUKE NANDINA INDUST. FAC.	\$2,610.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$859,466.27
MIRABELLA, KIMBERLY	236378	03/25/2019	2018 HOLIDAY CHR	REIMBURSEMENT-2018 HOLIDAY CHEER BANQUET	\$113.11
Remit to: MIRA LOMA, CA					<u>FYTD:</u> \$113.11
MIRACLE RECREATION EQUIPMENT	24523	03/18/2019	806598	PLAYGROUND EQUIPMENT PARTS	\$2,818.87
		03/18/2019	807152	PLAYGROUND EQUIPMENT PARTS	
Remit to: DALLAS, TX					<u>FYTD:</u> \$4,084.73
MONTANO, DEBORAH	236318	03/18/2019	2000718.047	REFUND - TAMI D'S SOUL LINE DANCING	\$20.25
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.25
MONTGOMERY PLUMBING INC	236342	03/25/2019	021119	PLUMBING REPAIRS-FIRE STATION 58/RAN SNAKE & CAMERA	\$677.50
		03/25/2019	022619	PLUMBING REPAIRS-FIRE STATION 58/CLEARED KITCHEN SINK LINE	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$26,518.90
MORENO VALLEY CLINICA MEDICA FAMILIAR	236235	03/04/2019	2000694.047	MORENO VALLEY COMMUNITY PARK RENTAL REFUND	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
MORENO VALLEY MALL HOLDING, LLC	24583	03/25/2019	APR. 2019 RENT	APRIL 2019 RENT PAYMENT FOR SP. 2078-M.V. MALL LIBRARY BRANCH	\$6,874.54
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$61,870.86

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
MORENO VALLEY TOW & RADIATOR	236343	03/25/2019	6625	EVIDENCE TOWING FOR PD	\$1,417.00
		03/25/2019	6535	EVIDENCE TOWING FOR PD	
		03/25/2019	6322	EVIDENCE TOWING FOR PD	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,664.00
MORRISON, JORDAN	236236	03/04/2019	R19-131187	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$146.00
MOTOPOST USA	236290	03/18/2019	147364	UNIFORM ITEMS FOR PD TRAFFIC OFFICER	\$1,865.86
Remit to: SAN MARCOS, CA					<u>FYTD:</u> \$5,794.27
MSA INLAND EMPIRE/DESERT CHAPTER	236358	03/25/2019	4/4/19 TRAINING	A. MURIELLO & A. URBINA-REGISTR. FOR TRAFFIC CONTROL & FLAGGING	\$150.00
Remit to: GUAISTI, CA					<u>FYTD:</u> \$150.00
MULLEN, TROY	236202	03/04/2019	022419	SPORTS OFFICIATING SERVICES-SOFTBALL	\$42.00
	236291	03/18/2019	031019	SPORTS OFFICIATING SERVICES-SOFTBALL	\$42.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$420.00
MURPHY, KEISHA	236369	03/25/2019	2000730.047	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
MUSICSTAR	236203	03/04/2019	FEB-2019	INSTRUCTOR SERVICES-KEYBOARD CLASS	\$141.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$867.60
MV SNF LLC	236319	03/18/2019	117264	REFUND-PROJECT PEN17-0165	\$798.00
Remit to: RANCHO SANTA MAR, CA					<u>FYTD:</u> \$798.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



**City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019**

CHECKS UNDER \$25,000 Vendor

<u>Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
NAIOP-NATIONAL ASSOC OF INDUSTRIAL & OFFICE PROPERTIES	236256	03/11/2019	205015	INLAND EMPIRE SILVER SPONSOR & IE/SOCAL CHAPTER MEMBERSHIP DUES	\$5,980.00
Remit to: MERRIFIELD, VA					FYTD: \$5,980.00
NAMEKATA, DOUGLAS	24584	03/25/2019	MAR-2019	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$918.00
		03/25/2019	FEB-2019	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	
		03/25/2019	JAN-2019	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	
Remit to: RIVERSIDE, CA					FYTD: \$3,202.06
NAMEKATA, JAMES	24585	03/25/2019	MAR-2019	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$918.00
		03/25/2019	FEB-2019	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	
		03/25/2019	JAN-2019	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	
Remit to: RIVERSIDE, CA					FYTD: \$3,202.06
NATURES IMAGE, INC.	24524	03/18/2019	19-01-068	WATER QUALITY BASIN LANDSCAPE/IRRIGATION MAINT.-FEB. 2019	\$7,332.00
Remit to: LAKE FOREST, CA					FYTD: \$58,656.00
NBS GOVERNMENT FINANCE GROUP	24427	03/04/2019	219000002	CONSULTING SERVICES-BOUNDARY MAP PREPARATION	\$800.00
		03/04/2019	219000001	CONSULTING SERVICES-BOUNDARY MAP PREPARATION	
Remit to: TEMECULA, CA					FYTD: \$6,710.00
NEW HORIZON MOBILE HOME PARK	24428	03/04/2019	JAN-FEB 2019	UUT REFUND FOR JAN-FEB 2019	\$8.28
Remit to: LOS ANGELES, CA					FYTD: \$53.11

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
NEW IMAGE COMMERCIAL FLOORING	24525	03/18/2019	14737	FLOORING REMOVAL/POLISH CONCRETE-PUBLIC SAFETY BLDG TRAFFIC AREA	\$13,398.00
		03/18/2019	14738	VINYL BASE INSTALLATION-PUBLIC SAFETY BLDG TRAFFIC AREA	
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$16,292.00
NICHOLS CONSULTING ENGINEERS, CHTD (NCE)	24586	03/25/2019	318023016	PAVEMENT MANAGEMENT SYSTEM, CONSULTANT SERVICES	\$1,370.00
Remit to: RENO, NV					<u>FYTD:</u> \$20,424.22
NINYO & MOORE GEOTECHNICAL	24481	03/11/2019	225529	CITYWIDE PAVEMENT REHAB PROGRAM, CONSULTANT SERVICES	\$4,774.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$150,195.48
NO LIMITS DANCE ACADEMY	24429	03/04/2019	FEB-2019	INSTRUCTOR SERVICES-BALLET/MINI HIP HOP DANCE CLASSES	\$234.40
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$840.80
NTH GENERATION COMPUTING, INC.	24587	03/25/2019	33833TM	COMMVAULT, STORAGE, & PROJECT MANAGEMENT SERVICES	\$1,960.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$1,960.00
OVERLAND PACIFIC & CUTLER,	24527	03/18/2019	1902083	RIGHT OF WAY CONSULTING SERVICES	\$813.75
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$9,108.75
OVERTON MOORE	236370	03/25/2019	MVU-CSY-003	REIMBURSEMENT-ELECTRICAL FACILITIES INSTALLATION	\$5,337.46
Remit to: GARDENA, CA					<u>FYTD:</u> \$5,337.46
PACIFIC PRODUCTS & SERVICES, INC	236344	03/25/2019	24612	SIGN POSTS, ANCHORS, & SLEEVES	\$19,470.43
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$24,045.51

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
PACIFIC RESTORATION GROUP, INC.	24430	03/04/2019	1702903	LANDSCAPE MAINT.- SR-60 NASON INTERCHANGE 7/26/18-2/15/19	\$14,347.35
Remit to: PERRIS, CA					FYTD: \$17,770.85
PACIFIC SUNWEAR #68	236237	03/04/2019	BL#04980 -YR2019	REFUND OF OVER-PAYMENT FOR BL#04980	\$40.35
Remit to: ANAHEIM, CA					FYTD: \$40.35
PACIFIC TELEMAGEMENT SERVICES	24482	03/11/2019	2011874	PAY PHONE SERVICES-MAR19	\$187.92
Remit to: SAN RAMON, CA					FYTD: \$1,691.28
PAINTING BY ZEB BODE	24528	03/18/2019	03042019	POWER WASH, PATCH, & PAINT PERIMETER OF EOC BUILDING	\$1,300.00
Remit to: NORCO, CA					FYTD: \$64,909.00
PALAU, SHANNA	24529	03/18/2019	WINTER 2019	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$574.33
Remit to: RIVERSIDE, CA					FYTD: \$574.33
PARSONS TRANSPORTATION GROUP, INC.	24530	03/18/2019	1903B433	SR60/NASON OVERCROSSING IMPROV. PHASE 2, CONSULTANT SERVICES	\$17,450.03
Remit to: IRVINE, CA					FYTD: \$17,450.03
PAWS 4 LAW	236379	03/25/2019	2019 K-9 TRIALS	2ND ANNUAL K-9 TRIALS	\$170.00
Remit to: MURRIETA, CA					FYTD: \$170.00
PEDLEY SQUARE VETERINARY CLINIC	24531	03/18/2019	FEB-2019	VETERINARY SERVICES-MV ANIMAL SHELTER	\$10,071.62
Remit to: RIVERSIDE, CA					FYTD: \$125,168.79

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

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>
PEPE'S TOWING	236204	03/04/2019	83991	EVIDENCE TOWING FOR PD	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,161.00
PERCEPTIVE ENTERPRISES, INC.	24532	03/18/2019	3483	PROFESSIONAL DBE CONSULTING SERVICES	\$1,140.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$15,240.00
PEREZ, CONSUELO	236320	03/18/2019	2000710.047	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
PRESS ENTERPRISE/CALIFORNIA NEWSPAPERS PARTNERSHIP	236257	03/11/2019	0011234208	LEGAL AD-NOTICE OF UNCLAIMED MONEY 2/14 & 2/21/19 ISSUES	\$2,226.00
	236258	03/11/2019	MARCH 5, 2019	MARKETING CAMPAIGN (3/5-3/23/19)	\$2,000.00
	236345	03/25/2019	0011239579	LEGAL ADVERTISING FOR ORDINANCE 950	\$86.40
Remit to: COLORADO SPRINGS, CO					<u>FYTD:</u> \$8,056.20

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

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>
PRUDENTIAL OVERALL SUPPLY	24431	03/04/2019	22756431	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	\$92.24
		03/04/2019	22756430R	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		03/04/2019	22752827	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		03/04/2019	22752826	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		03/04/2019	22749170	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		03/04/2019	22749169	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
PRUDENTIAL OVERALL SUPPLY	24483	03/11/2019	22760447	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	\$1,550.66
		03/11/2019	22756433	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		03/11/2019	22753480	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		03/11/2019	22756435	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		03/11/2019	22753479	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/11/2019	22756437	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		03/11/2019	22757051	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/11/2019	22760446	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/11/2019	22756434	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		03/11/2019	22749174	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		03/11/2019	22752833	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		03/11/2019	22752832	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		03/11/2019	22730978	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		03/11/2019	22752830	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		03/11/2019	22741881	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		03/11/2019	22752828	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		03/11/2019	22745554	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		03/11/2019	22752824	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		03/11/2019	22757052	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		03/11/2019	22752822	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register

For Period 3/1/2019 through 3/31/2019

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>
PRUDENTIAL OVERALL SUPPLY		03/11/2019	22749166	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		03/11/2019	22742503	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		03/11/2019	22749172	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		03/11/2019	22749168	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		03/11/2019	22749167	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		03/11/2019	22749165	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		03/11/2019	22745842	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		03/11/2019	22745841	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/11/2019	22745558	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		03/11/2019	22745556	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		03/11/2019	22745555	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		03/11/2019	22745549	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		03/11/2019	22745550	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		03/11/2019	22756432	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		03/11/2019	22749173	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		03/11/2019	22745547	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		03/11/2019	22752831	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		03/11/2019	22742502	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/11/2019	22741883	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		03/11/2019	22745548	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register

For Period 3/1/2019 through 3/31/2019

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>
PRUDENTIAL OVERALL SUPPLY		03/11/2019	22756436	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		03/11/2019	22752829	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		03/11/2019	22756427	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		03/11/2019	22756428	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		03/11/2019	22756429	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		03/11/2019	22752823	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		03/11/2019	22731536	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		03/11/2019	22741872	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		03/11/2019	22741873	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		03/11/2019	22741874	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		03/11/2019	22741875	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		03/11/2019	22741879	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		03/11/2019	22734595	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		03/11/2019	22738889	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/11/2019	22738263	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		03/11/2019	22738262	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		03/11/2019	22735157	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/11/2019	22738890	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		03/11/2019	22734594	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
PRUDENTIAL OVERALL SUPPLY		03/11/2019	22752825	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		03/11/2019	22749801	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/11/2019	22735158	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		03/11/2019	22749176	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		03/11/2019	22756426	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		03/11/2019	22741880	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		03/11/2019	22731535	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/11/2019	22730980-RC	CREDIT TO ADJUST CHARGE PAID ON UNIFORM RENTAL INVOICE 22730980	
		03/11/2019	22749802	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		03/11/2019	22730977	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
	24533	03/18/2019	22760001	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	\$79.95
		03/18/2019	22763610	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		03/18/2019	22759997	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley Payment Register

For Period 3/1/2019 through 3/31/2019

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>
PRUDENTIAL OVERALL SUPPLY	24588	03/25/2019	22767659	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	\$591.59
		03/25/2019	22763613	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		03/25/2019	22767654	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		03/25/2019	22767662	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		03/25/2019	22767660	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		03/25/2019	22763612	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		03/25/2019	22767658	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		03/25/2019	22759999	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		03/25/2019	22763615	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		03/25/2019	22763611	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		03/25/2019	22763609	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		03/25/2019	22763608	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		03/25/2019	22763607	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		03/25/2019	22760002	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		03/25/2019	22760000	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		03/25/2019	22759998	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		03/25/2019	22767653	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		03/25/2019	22759996	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		03/25/2019	22759995	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		03/25/2019	22759994	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
03/25/2019	22759993	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF			
03/25/2019	22763606	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF			

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)

Remit to: RIVERSIDE, CA

FYTD: \$13,876.50



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

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>
RAMOS, ROBERTO	24589	03/25/2019	MAR-2019	INSTRUCTOR SERVICES-TAE KWON DO, AMAZING MARTIAL ARTS, ETC.	\$1,746.33
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$11,153.27
RCCD FOUNDATION	236346	03/25/2019	3/29/19 EVENT	CESAR E. CHAVEZ SCHOLARSHIP BREAKFAST-COUNCIL MEMBER MARQUEZ	\$30.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$51,090.00
READY REFRESH BY NESTLE	24484	03/11/2019	09B0035449420	BOTTLED WATER/COOLER RENTAL-RAINBOW RIDGE ELEMENTARY CHILD CARE	\$65.92
		03/11/2019	09B0035449180	BOTTLED WATER/COOLER RENTAL-ARMADA ELEMENTARY CHILD CARE	
		03/11/2019	09B0035449404	BOTTLED WATER SVC.-SUNNYMEAD ELEMENTARY CHILD CARE	
		03/11/2019	09B0035449305	BOTTLED WATER/COOLER RENTAL-CREEKSIDE ELEMENTARY CHILD CARE	
Remit to: LOUISVILLE, KY					<u>FYTD:</u> \$559.29
REGALADO, BLANCA E	24432	03/04/2019	FEB-2019	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$289.20
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,722.80

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



**City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019**

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>
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	24433	03/04/2019	S759597	LINENS RENTAL FOR CRC SPECIAL EVENTS	\$205.54
		03/04/2019	S759394	LINENS RENTAL FOR CRC SPECIAL EVENTS	
		03/04/2019	12582428	LINENS RENTAL FOR CRC BALLROOM	
	24485	03/11/2019	12587499	LINENS RENTAL FOR CRC BALLROOM	\$23.00
	24590	03/25/2019	12598168	LINENS RENTAL FOR CRC BALLROOM	\$70.87
		03/25/2019	S764020	LINENS RENTAL FOR CRC SPECIAL EVENTS	
Remit to: LOS ANGELES, CA					FYTD: \$3,513.87
RHA LANDSCAPE ARCHITECTS-PLANNERS	24486	03/11/2019	0219024	SKATE PARK DESIGN PROJECT-REIMBURSABLE EXPENSES	\$310.53
		03/11/2019	0219023	SKATE PARK DESIGN PROJECT SERVICES	
Remit to: RIVERSIDE, CA					FYTD: \$40,297.73
RICO, ALYSSA	236266	03/11/2019	3/19 - 3/23/19	TRAVEL PER DIEM & MILEAGE-CPRS CONFERENCE 2019	\$287.79
Remit to: DOWNEY, CA					FYTD: \$287.79
RIGHTWAY SITE SERVICES, INC.	236205	03/04/2019	244516	PORTABLE RESTROOMS RENTAL-MAINT. & OPS. DIVISION	\$806.78
		03/04/2019	244087	PORTABLE RESTROOMS RENTAL-MARCH MIDDLE SCHOOL	
		03/04/2019	244422	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF COURSE	
		03/04/2019	244423	PORTABLE RESTROOMS RENTAL-EQUESTRIAN CENTER	
	236292	03/18/2019	244265	PORTABLE RESTROOM RENTAL-PSB CAR WASH AREA	\$114.55
Remit to: LAKE ELSINORE, CA					FYTD: \$9,059.75
RITCHIE, CARLTON	236238	03/04/2019	R19-132613	ANIMAL SERVICES REFUND-TRAP RENTAL DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					FYTD: \$50.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	236347	03/25/2019	HS0000005895	FRA RABIES TESTING @ PUBLIC HEALTH LAB	\$100.00
		03/25/2019	HS0000001628	FRA RABIES TESTING @ PUBLIC HEALTH LAB	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$300.00
RIVERSIDE COUNTY OFFICE OF EDUCATION	236206	03/04/2019	3-5-19 EVENT_2	RIV COUNTY STATE OF EDUCATION ADDRESS-COUNCIL MEMBER MARQUEZ	\$834.14
		03/04/2019	2019 / 1154	TRANSLATION SERVICES-CITY COUNCIL MEETINGS IN OCT/NOV/DEC 2018	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3,870.51
RIVERSIDE MEDICAL CLINIC	24434	03/04/2019	ACCT 415831 2/15	PHYSICAL THERAPY ASSESSMENTS	\$135.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$12,049.54
RIVERSIDE UNIVERSITY HEALTH SYSTEMS - MEDICAL CTR	24591	03/25/2019	1140	SART EXAMS BILLING FOR FEB 2019 & CORRECTION FOR NOV 2018 INVOICE	\$3,300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$29,500.00
ROBERTS, JERI	236371	03/25/2019	CK#228130	REISSUE UNCLAIMED CK-REFUND SPAY/NEUTER DEPOSIT	\$73.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$73.00
RODRIGUEZ, RAMON	236239	03/04/2019	110324	REFUND-APPLICATION WITHDRAWAL	\$5,333.04
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$5,333.04
RODRIGUEZ, RICARDO	236224	03/04/2019	3/12 - 3/15/19	TRAVEL PER DIEM-CSAIA 2019 SPRING TRAINING CONFERENCE	\$248.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$248.50
ROSE, KASEY	236372	03/25/2019	R18-128071	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
RSG, INC	24487	03/11/2019	I004384	AFFORDABLE HOUSING COMPLIANCE MONITORING SERVICES- JAN19	\$742.50
Remit to: IRVINE, CA					<u>FYTD:</u> \$19,730.00
SAFEWAY SIGN CO.	24435	03/04/2019	14415	TRAFFIC SIGNS/HARDWARE	\$795.30
Remit to: ADELANTO, CA					<u>FYTD:</u> \$47,877.48
SALVATION ARMY	236348	03/25/2019	3 / FEB-19	CDBG SUBGRANTEE PAYMENT-HOMELESS TO WORK PROGRAM- INTERIM ASSIST.	\$4,256.06
		03/25/2019	2 / JAN-19	CDBG SUBGRANTEE PAYMENT-HOMELESS TO WORK PROGRAM- INTERIM ASSIST.	
		03/25/2019	1 / DEC-18	CDBG SUBGRANTEE PAYMENT-HOMELESS TO WORK PROGRAM- INTERIM ASSIST.	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$103,330.76
SANCHEZ, ERIKA	236373	03/25/2019	R19-133644	ANIMAL SERVICES REFUND-TRAP RENTAL DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
SANDOVAL, ALBERTO, KANOS, JENNIFER	236374	03/25/2019	AC17174	REFUND- CITATION AC17174	\$1,838.00
Remit to: RIALTO, CA					<u>FYTD:</u> \$1,838.00
SANDOVAL, SOCORRO	24536	03/18/2019	1/13 - 1/18/19	TRAVEL PER DIEM FOR CAPPO CONFERENCE ATTENDANCE	\$313.50
Remit to: ROMOLAND, CA					<u>FYTD:</u> \$313.50
SCHIEFELBEIN, LORI C.	24537	03/18/2019	022019	CONSULTANT SERVICES-ROTATIONAL TOW PROGRAM-FEB 2019	\$630.00
Remit to: BULLHEAD CITY, AZ					<u>FYTD:</u> \$8,320.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
SCMAF - INLAND VALLEY	236293	03/18/2019	7197	INSURANCE FOR CONTRACT CLASSES-NOV 2018	\$2,174.30
		03/18/2019	7149	INSURANCE FOR CONTRACT CLASSES-OCT 2018	
		03/18/2019	6899	INSURANCE FOR CONTRACT CLASSES-JUN 2018	
		03/18/2019	7453	INSURANCE FOR CONTRACT CLASSES-JAN 2019	
		03/18/2019	7244	INSURANCE FOR CONTRACT CLASSES-DEC 2018	
Remit to: EL MONTE, CA					FYTD: \$4,534.20
SEARLE CREATIVE GROUP, LLC	24436	03/04/2019	18884	ADDITION TO EDD WEBSITE-SMALL BUSINESS SECTION	\$7,842.50
Remit to: VENTURA, CA					FYTD: \$7,842.50
SECTRAN SECURITY, INC	236207	03/04/2019	19020939	ARMORED CAR DEPOSIT TRANSPORTATION SERVICES-FEB19	\$539.04
	236294	03/18/2019	19030946	ARMORED CAR DEPOSIT TRANSPORTATION SERVICES-MAR19	\$539.04
Remit to: LOS ANGELES, CA					FYTD: \$5,165.69
SECURITY LOCK & KEY	24437	03/04/2019	29577	LOCK REPAIR-RIDGECREST PARK MENS RESTROOM	\$118.66
Remit to: RIVERSIDE, CA					FYTD: \$3,270.04
SHEPHERD, JAMES E	236375	03/25/2019	CK#6305	REISSUE UNCLAIMED CK-REFUND MV UTILITY OVERPAYMENT	\$83.22
Remit to: PERRIS, CA					FYTD: \$83.22
SHERIFF'S SPECIAL EVENTS	236324	03/18/2019	APRIL 10, 2019	CEREMONY TABLE-MV POLICE DEPT	\$300.00
Remit to: RIVERSIDE, CA					FYTD: \$300.00
SKINNER, JOHN	236321	03/18/2019	R19-132608	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: SAN BERNARDINO, CA					FYTD: \$95.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
SKY PUBLISHING	24538	03/18/2019	19-2_019	1/2 PAGE ADVERTISEMENT-YOUR VILLA MAGAZINE/2019 ISSUE 2	\$1,000.00
	24592	03/25/2019	19-2_028	FULL PAGE MAGAZINE AD-FLOOD PLAIN MGMT. PUBLIC SERVICE MESSAGE	\$1,650.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$28,900.00
SKY TRAILS MOBILE VILLAGE	24438	03/04/2019	JAN-FEB 2019	UUT REFUND FOR JAN-FEB 2019	\$23.13
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$145.71
SMART ENERGY WATER	24539	03/18/2019	2030	MV UTILITY-CUSTOMER MOBILE APP ANNUAL CHARGES 3/1/19-2/28/20	\$11,800.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$11,800.00
SOCAL OFFICE TECHNOLOGIES, INC.	24540	03/18/2019	IN676880	QUARTERLY MAINT. BILLING-PD BUSINESS OFFICE COPIER 2/6-5/5/19	\$320.02
Remit to: CYPRESS, CA					<u>FYTD:</u> \$49,803.13
SOLANO, PATTI	236267	03/11/2019	3/22 - 3/23/19	TRAVEL PER DIEM-CPRS AWARDS RECEPTION	\$53.25
Remit to: ROMOLAND, CA					<u>FYTD:</u> \$3,345.26
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	236349	03/25/2019	3271174	AQMD "HOT SPOTS" PROGRAM FEE INVOICE-CITY HALL/JUL 2017-JUN 2018	\$135.04
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$3,585.74
SOUTHERN CALIFORNIA EDISON	236208	03/04/2019	FEB-19 3/4/19	ELECTRICITY CHARGES	\$3,043.27
	236295	03/18/2019	FEB-19 3/18/19	ELECTRICITY CHARGES	\$7,418.03
		03/18/2019	587-9520/FEB-19	ELECTRICITY-FERC CHARGES/MVU	
		03/18/2019	707-6081/FEB-19	ELECTRICITY CHARGES	
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$2,397,993.31

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



**City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019**

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>
SOUTHERN CALIFORNIA EDISON 3	236308	03/18/2019	347382_SCE	LINE EXTENSION INSTALL-23102 ALESSANDRO BLVD	\$7,830.31
		03/18/2019	347360_SCE	LINE EXTENSION INSTALL-14632 PERRIS BLVD	
Remit to: ROSEMEAD, CA					FYTD: \$7,830.31
SOUTHERN CALIFORNIA GAS CO.	236351	03/25/2019	FEB-2019	GAS CHARGES	\$16,017.93
Remit to: MONTEREY PARK, CA					FYTD: \$60,552.65
SOUTHERN PET SUPPLIES	24439	03/04/2019	9781	PET SUPPLIES-NYLON LEADS	\$108.45
Remit to: SAN DIEGO, CA					FYTD: \$2,565.30
SOUTHWEST OFFSET PRINTING CO., INC.	236260	03/11/2019	164156	PRINTING SERVICES FOR SOARING RECREATION ACTIVITY GUIDES	\$14,106.61
Remit to: GARDENA, CA					FYTD: \$14,106.61
SPECTRUM	236376	03/25/2019	112418	REFUND-APPLICATION WITHDRAWAL	\$5,124.00
Remit to: ONTARIO, CA					FYTD: \$5,124.00
SPRINT	236209	03/04/2019	LCI-310854	GPS/CELLULAR PINGS FOR PD	\$40.00
Remit to: KANSAS CITY, MO					FYTD: \$40.00
SSD ALARM FORMERLY PACIFIC ALARM SERVICE, INC	24440	03/04/2019	R 145764	ALARM SYSTEM RENT/SVC./MONITORING-MOVAL SUBSTATION-MAR19	\$516.50
		03/04/2019	R 145763	ALARM SYSTEM RENT/SVC./MONITORING-KITCHING SUBSTATION-MAR19	
	24541	03/18/2019	R 145094	ALARM SYSTEM RENT/SVC./MONITORING-KITCHING SUBSTATION-FEB19	\$516.50
		03/18/2019	R 145095	ALARM SYSTEM RENT/SVC./MONITORING-MOVAL SUBSTATION-FEB19	
Remit to: BEAUMONT, CA					FYTD: \$4,132.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

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>
STANDARD INSURANCE CO	236210	03/04/2019	190301	EMPLOYEE SUPPLEMENTAL INSURANCE	\$1,236.76
Remit to: PORTLAND, OR					<u>FYTD:</u> \$10,838.79

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
STANLEY CONVERGENT SECURITY SOLUTIONS, INC	24441	03/04/2019	16124608	RESIDENTIAL VIDEO SYSTEM INSTALLATION/TECHNOLOGY SVCS MAILBOX CAM PROJECT	\$2,644.00
	24488	03/11/2019	16011741	ALARM SYSTEM MONITORING-FIRE STATION 99/DEC18	\$3,417.73
		03/11/2019	16002412	ALARM SYSTEM MONITORING-EMPLOY RESOURCE CTR/DEC18	
		03/11/2019	16105185	ALARM SYSTEM MONITORING-ANNEX 1 BURGLAR ALARM/JAN-MAR19	
		03/11/2019	16009714	ALARM SYSTEM MONITORING-CITY YARD & TRANSPORTATION TRAILER/DEC18-FEB19	
		03/11/2019	15996101	ALARM SYSTEM MONITORING-CITY YARD SANTIAGO OFFICE BURGLAR ALARM/DEC-FEB19	
		03/11/2019	16094652	ALARM SYSTEM MONITORING-EMPLOY RESOURCE CTR/JAN19	
		03/11/2019	15995170	ALARM SYSTEM MONITORING-EMERGENCY OP'S CTR/DEC18	
		03/11/2019	15997789	ALARM SYSTEM MONITORING-FIRE STATION 58/DEC18-FEB19	
		03/11/2019	16091503	ALARM SYSTEM MONITORING-PUBLIC SAFETY BUILDING/JAN-MAR19	
		03/11/2019	16085552	ALARM SYSTEM MONITORING-MARCH FIELD PARK COMMUNITY CTR/JAN-MAR19	
		03/11/2019	16085915	ALARM SYSTEM MONITORING-TOWNGATE COMMUNITY CTR/JAN-MAR19	
		03/11/2019	16089245	ALARM SYSTEM MONITORING-CITY YARD SANTIAGO OFFICE FIRE ALARM/JAN-MAR19	
		03/11/2019	16089859	ALARM SYSTEM MONITORING-FIRE STATION 99/JAN19	
		03/11/2019	16092780	ALARM SYSTEM MONITORING-CONFERENCE & REC CTR/JAN-MAR19	
	03/11/2019	16074850	ALARM SYSTEM MONITORING-EMERGENCY OP'S CTR/JAN19		

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
STANLEY CONVERGENT SECURITY SOLUTIONS, INC	24542	03/18/2019	16178781	ALARM SYSTEM MONITORING-SUNNYMEAD/BETHUNE PARKS SNACK BARS/FEB19	\$930.85
		03/18/2019	16242556	ALARM SYSTEM MONITORING-SUNNYMEAD/BETHUNE PARKS SNACK BARS/MAR19	
		03/18/2019	15992895	ALARM SYSTEM MONITORING-SUNNYMEAD/BETHUNE PARKS SNACK BARS/DEC18	
		03/18/2019	15914930	ALARM SYSTEM MONITORING-SUNNYMEAD/BETHUNE PARKS SNACK BARS/NOV18	
		03/18/2019	16082671	ALARM SYSTEM MONITORING-SUNNYMEAD/BETHUNE PARKS SNACK BARS/JAN19	
Remit to: PALATINE, IL					<u>FYTD:</u> \$58,726.08
STATE BOARD OF EQUALIZATION 1	24602	03/25/2019	022819	SALES & USE TAX REPORT FOR 2/1-2/28/19	\$4,054.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$82,922.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	236211	03/04/2019	357744	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-JAN19	\$980.00
	236297	03/18/2019	363765	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-FEB19	\$770.00
	236352	03/25/2019	359464	LIVE SCAN FINGERPRINTING APPS FOR PD-FEB19	\$1,105.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$37,116.00
STENO SOLUTIONS TRANSCRIPTION SVCS., INC.	24543	03/18/2019	43197	TRANSCRIPTION SERVICES FOR PD-FEB19	\$1,048.77
Remit to: CORONA, CA					<u>FYTD:</u> \$11,641.60
STEPHAN, JOANN	236225	03/04/2019	3/6 - 3/8/19	TRAVEL PER DIEM, MILEAGE & PARKING-PLANNING COMMISSION ACADEMY	\$245.62
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$245.62

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
STRADLING, YOCCA, CARLSON & RAUTH	24442	03/04/2019	351056-0031	LEGAL SERVICES-GENERAL/HOUSING AUTHORITY MATTER-JAN19	\$2,143.30
		03/04/2019	351057-0032	LEGAL SERVICES-NSP/HOUSING AUTHORITY AGREEMENTS-JAN19	
		03/04/2019	351061-0000	LEGAL SERVICES-GENERAL/HOUSING AUTHORITY MATTERS-JAN19	
		03/04/2019	351062-0003	LEGAL SERVICES-COTTONWOOD MATTER-JAN19	
Remit to: NEWPORT BEACH, CA					FYTD: \$30,240.80
SUNNYMEAD ACE HARDWARE	236212	03/04/2019	81163	MISC. SUPPLIES FOR PD	\$8.58
		236298	03/18/2019	81382	MISC. SUPPLIES FOR PD
Remit to: MORENO VALLEY, CA					FYTD: \$1,802.82
SURE SHINE SERVICES, INC	236240	03/04/2019	BL#14175 -YR2019	REFUND OF OVER-PAYMENT FOR BL#14175	\$10.50
Remit to: ANAHEIM, CA					FYTD: \$10.50
TERNOIR, CHERYL ELAINE	24544	03/18/2019	MAR-2019	INSTRUCTOR SERVICES-COMPUTERS FOR BEGINNERS CLASS	\$145.80
Remit to: BANNING, CA					FYTD: \$388.80
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	24545	03/18/2019	109453	FLEX AND COBRA ADMIN FEES-FEB 2019	\$1,373.25
Remit to: TEMECULA, CA					FYTD: \$408,674.39
THE LEW EDWARDS GROUP	24490	03/11/2019	201	FISCAL SUSTAINABILITY & BALLOT MEASURE CONSULTING SERVICES-JAN19	\$9,900.00
		03/11/2019	202	FISCAL SUSTAINABILITY & BALLOT MEASURE CONSULTING SERVICES-FEB19	
Remit to: OAKLAND, CA					FYTD: \$34,650.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
THE SOCO GROUP INC.	24593	03/25/2019	0633583-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$22,698.67
		03/25/2019	0635147-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		03/25/2019	0636082-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		03/25/2019	0637715-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		03/25/2019	0639002-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		03/25/2019	0640438-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		03/25/2019	0641454-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		03/25/2019	0632601-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: ORANGE, CA					<u>FYTD:</u> \$289,014.98
THOMSON REUTERS-WEST PUBLISHING CORP.	24443	03/04/2019	839730462	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-JAN19	\$1,107.70
	24594	03/25/2019	839899743	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-FEB19	\$1,107.70
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$11,939.66
TKE ENGINEERING INC	236215	03/04/2019	2019-84	ENGINEERING SERVICES FOR CIVIC CENTER PARK & AMPHITHEATER PROJ.	\$4,250.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$24,860.10

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
T-MOBILE USA	236214	03/04/2019	9346849928	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	\$1,071.00
		03/04/2019	9346849929	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	
	236261	03/11/2019	963145786 2/21	MOBILE INTERNET/DATA CHARGES-LIBRARY	\$936.47
	236300	03/18/2019	9346849938	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	\$4,031.00
		03/18/2019	9347070092	CELLULAR TECHNOLOGY EXTRACTION SERVICES FOR PD	
		03/18/2019	9347070093	CELLULAR TECHNOLOGY EXTRACTION SERVICES FOR PD	
		03/18/2019	9347070089	CELLULAR TECHNOLOGY EXTRACTION SERVICES FOR PD	
		03/18/2019	9347070090	CELLULAR TECHNOLOGY EXTRACTION SERVICES FOR PD	
		03/18/2019	9347070091	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	
		236353	03/25/2019	9349320254	CELLULAR TECHNOLOGY EXTRACTION SERVICES FOR PD
		03/25/2019	9349320253	CELLULAR TECHNOLOGY EXTRACTION SERVICES FOR PD	
		03/25/2019	9349320252	CELLULAR TECHNOLOGY EXTRACTION SERVICES FOR PD	
		03/25/2019	9348298925	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	
	Remit to: SEATTLE, WA				
TOWNSEND PUBLIC AFFAIRS, INC.	24492	03/11/2019	14506	CONSULTING SERVICES-GRANT WRITING & FUNDING ADVOCACY-FEB 2019	\$5,000.00
Remit to: NEWPORT BEACH, CA					FYTD: \$45,000.00
TRICHE, TARA	24595	03/25/2019	MAR-2019	INSTRUCTOR SERVICES-DANCE CLASSES	\$1,869.60
Remit to: MORENO VALLEY, CA					FYTD: \$16,260.60
TRINITY TECHNOLOGY GROUP, INC.	236301	03/18/2019	126575	MS DYNAMICS CRM UPGRADE PROJECT-JAN. 2019 SERVICES	\$9,652.50
		03/18/2019	126606	MS DYNAMICS CRM UPGRADE PROJECT-FEB. 2019 SERVICES	
Remit to: SACRAMENTO, CA					FYTD: \$40,380.00
TUKES, JOSHUA	24444	03/04/2019	FEB-2019	INSTRUCTOR SERVICES-WATERCOLOR TECHNIQUE CLASSES	\$259.20
Remit to: MORENO VALLEY, CA					FYTD: \$1,296.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
TYLER TECHNOLOGIES, INC.	24445	03/04/2019	045-247675	TYLER CONTENT MANAGER & FORMS IMPLEMENTATION & TRAINING SERVICES	\$1,237.50
		03/04/2019	045-251446	TYLER CASHIERING UPGRADE ASSISTANCE	
Remit to: PLANO, TX					<u>FYTD:</u> \$211,536.75
U.S. POSTAL SERVICE	236309	03/18/2019	SUMMER 19	PERMIT #153-DEPOSIT FOR POSTAGE TO MAIL RECREATION GUIDES	\$9,300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$29,525.00
UGALDE ULTRERA, MANUEL	236273	03/11/2019	CK#6168	REISSUE UNCLAIMED CK-MV UTILITY REFUND	\$101.76
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$101.76
UNDERGROUND SERVICE ALERT	24447	03/04/2019	120190457 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JAN19	\$63.55
Remit to: CORONA, CA					<u>FYTD:</u> \$3,525.30
UNITED ROTARY BRUSH CORP	24448	03/04/2019	307991	STREET SWEEPER BRUSHES & ACCESSORIES	\$2,093.94
		03/04/2019	308082	STREET SWEEPER BRUSHES & ACCESSORIES	
		03/04/2019	307911	STREET SWEEPER BRUSHES & ACCESSORIES	
	24493	03/11/2019	308171	STREET SWEEPER BRUSHES & ACCESSORIES (2 1/2% DISCOUNT APPLIED)	\$978.48
	24596	03/25/2019	308268	STREET SWEEPER BRUSHES & ACCESSORIES	\$272.18
Remit to: KANSAS CITY, MO					<u>FYTD:</u> \$29,925.28
UNITED SITE SERVICES OF CA, INC.	24449	03/04/2019	114-8068720	FENCE RENTAL AT ANIMAL SHELTER 2/14-3/13/19	\$106.40
Remit to: PHOENIX, AZ					<u>FYTD:</u> \$1,064.00
VALDEZ, RUTH	236377	03/25/2019	2000731.047	REFUND - A CHILD'S PLACE	\$174.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$174.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VALLEY CITIES GONZALES FENCE CO	24450	03/04/2019	8211	SIGN POSTS INSTALLATION FOR AMPHITHEATER	\$5,100.00
Remit to: NORCO, CA					<u>FYTD:</u> \$11,050.00
VARIABLE SPEEDS SOLUTIONS INC	24546	03/18/2019	18539-3	IRRIGATION BOOSTER PUMP TESTING & MAINTENANCE	\$3,610.00
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$14,990.00
VASQUEZ, JESS	236226	03/04/2019	3/12 - 3/15/19	TRAVEL PER DIEM-CSAIA 2019 SPRING TRAINING CONFERENCE	\$248.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$248.50
VELIZ, ZULIE	236322	03/18/2019	2000714.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
VERDUGO, JAMES	24547	03/18/2019	3/17 - 3/21/19	TRAVEL PER DIEM & MILEAGE-2019 CALBO ANNUAL BUSINESS MEETING	\$400.18
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$400.18
VERIZON WIRELESS	236302	03/18/2019	9818135647	CELLULAR SERVICE FOR PD TRAFFIC TICKET WRITERS	\$1,712.77
		03/18/2019	9823927001	DATA SERVICE FOR PD COMMERCIAL TRUCK TABLET	
		03/18/2019	9821981915	DATA SERVICE FOR PD COMMERCIAL TRUCK TABLET	
		03/18/2019	9820045585	DATA SERVICE FOR PD COMMERCIAL TRUCK TABLET	
Remit to: DALLAS, TX					<u>FYTD:</u> \$2,303.91
VETERANS SUPPLEMENTAL SUPPORT NETWORK	236354	03/25/2019	042719-SPONSOR	DAISY WALK-VETERAN SUICIDE AWARENESS	\$500.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$500.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
VICTOR MEDICAL CO	24451	03/04/2019	4741154	ANIMAL MEDICAL SUPPLIES	\$149.31
	24548	03/18/2019	4752976	ANIMAL MEDICAL SUPPLIES/VACCINES	\$4,783.84
Remit to: LAKE FOREST, CA					FYTD: \$13,654.22
VISION SERVICE PLAN	24452	03/04/2019	190301	EMPLOYEE VISION INSURANCE	\$3,759.78
Remit to: SAN FRANCISCO, CA					FYTD: \$36,801.32
VOYAGER FLEET SYSTEM, INC.	24453	03/04/2019	869336602904-CM	FUEL CARD CHARGES-CITY VEHICLE 13001	\$1,356.74
		03/04/2019	869336602904-PD	FUEL CARD CHARGES-PD TRAFFIC MOTORS	
	24549	03/18/2019	869211615909	CNG FUEL PURCHASES	\$5,695.76
	24597	03/25/2019	869336602909-CM	FUEL CARD CHARGES-CITY VEHICLE 13001	\$1,113.01
		03/25/2019	869336602909-PD	FUEL CARD CHARGES-PD TRAFFIC MOTORS	
Remit to: HOUSTON, TX					FYTD: \$71,658.29
VULCAN MATERIALS CO, INC.	24494	03/11/2019	72111406	ASPHALTIC MATERIALS	\$2,379.69
		03/11/2019	72111407	ASPHALTIC MATERIALS	
		03/11/2019	72111405	ASPHALTIC MATERIALS	
		03/11/2019	72108832	ASPHALTIC MATERIALS	
		03/11/2019	72106807	ASPHALTIC MATERIALS	
		03/11/2019	72106806	ASPHALTIC MATERIALS	
	24550	03/18/2019	72120486	ASPHALTIC MATERIALS	\$5,136.81
		03/18/2019	72118340	ASPHALTIC MATERIALS	
		03/18/2019	72114888	ASPHALTIC MATERIALS	
		03/18/2019	72114887	ASPHALTIC MATERIALS	
		03/18/2019	72118341	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					FYTD: \$22,924.25

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

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>
WAFER, CARLETTE	236216	03/04/2019	FEB-2019	INSTRUCTOR SERVICES-CORE FITNESS & KIDS FITNESS CLASSES	\$168.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$571.20
WALMART STORES, INC.	236380	03/25/2019	MVU 7010480-01	COMMERCIAL LED LIGHTING REBATE	\$3,213.47
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,213.47
WEI, BEIBEI	236323	03/18/2019	2000697.047	MUSIC STAR REFUND	\$47.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$47.00
WEST COAST ARBORISTS, INC.	24454	03/04/2019	143293	TREE TRIMMING SERVICES-CITY HALL/VETERANS WAY	\$11,090.84
		03/04/2019	144521	TREE TRIMMING SERVICES - ZONE S	
		03/04/2019	144522	TREE SERVICES-GPS INVENTORY ZONE M	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$128,060.55
WESTERN NATIONAL PROPERTY MANAGEMENT	236274	03/11/2019	CK#227364	REISSUE UNCLAIMED CK-REFUND BUS. LICENSE OVERPAYMENT	\$62.46
Remit to: IRVINE, CA					<u>FYTD:</u> \$62.46
WESTERN RENEWABLE ENERGY GENERATION	236304	03/18/2019	WR12507	ANNUAL FEE-LOAD SERVING ENTITIES & WREGIS CERTIFICATES CREATED	\$125.63
		03/18/2019	WR11362	WREGIS CERTIFICATES CREATED	
Remit to: SALT LAKE CITY, UT					<u>FYTD:</u> \$125.63
WHITNEY POINT SOLAR, LLC	24552	03/18/2019	478951	RENEWABLE ENERGY-MV UTILITY-JAN19	\$17,191.62
	24598	03/25/2019	487638	RENEWABLE ENERGY-MV UTILITY-FEB19	\$9,238.46
Remit to: JUNO BEACH, FL					<u>FYTD:</u> \$255,554.21

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
 For Period 3/1/2019 through 3/31/2019

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WILLDAN FINANCIAL SERVICES	24599	03/25/2019	010-40628	ANNUAL CONTINUING DISCLOSURE SERVICES-VARIOUS COP, LRBS & TABS	\$12,655.00
		03/25/2019	010-40630	ANNUAL CONTINUING DISCLOSURE SERVICES-VARIOUS SPECIAL TAX BONDS	
Remit to: TEMECULA, CA					<u>FYTD:</u> \$246,460.55
WRCOG - WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	236262	03/11/2019	7308	FY 17/18 SOLID WASTE COOPERATION DUES	\$8,840.51
	236356	03/25/2019	216	FY 18/19 CLEAN CITIES COALITION DUES	\$15,000.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$6,986,747.69
WURM'S JANITORIAL SERVICES, INC.	24495	03/11/2019	26681	CLEANING OF CUBICLE PARTITION WALLS AT PUBLIC SAFETY BUILDING	\$490.00
		03/11/2019	26567	UPHOLSTERY CLEANING OF LOBBY CHAIRS AT PUBLIC SAFETY BUILDING	
Remit to: CORONA, CA					<u>FYTD:</u> \$490.00
XEROX CAPITAL SERVICES, LLC	24496	03/11/2019	096230674	COPIER LEASE/BILLABLE PRINTS-FEB19-GRAPHICS	\$2,598.20
		03/11/2019	096230676	COLOR COPIER LEASE/BILLABLE PRINTS-FEB19-PARKS	
		03/11/2019	096230677	COLOR COPIER EQUIPMENT LEASE-FEB19-PARKS	
		03/11/2019	096230675	COLOR COPIER EQUIPMENT LEASE-FEB19-GRAPHICS	
Remit to: PASADENA, CA					<u>FYTD:</u> \$26,745.46
XEROX FINANCIAL SERVICES LLC	24497	03/11/2019	1523209	EDD COLOR COPIER LEASE 2/15-3/14/19	\$782.80
Remit to: DALLAS, TX					<u>FYTD:</u> \$7,482.48
YASSER, MOHAMMAD	236381	03/25/2019	112282	REFUND-CONDITIONAL USE PERMIT	\$12,810.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$12,810.00

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



City of Moreno Valley
Payment Register
For Period 3/1/2019 through 3/31/2019

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>
TOTAL CHECKS UNDER \$25,000					\$925,448.67
GRAND TOTAL					\$7,702,107.10

Attachment: March 2019 Payment Register (3370 : PAYMENT REGISTER - MARCH 2019)



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

AGENDA DATE: May 21, 2019

TITLE: PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL TAXES AND CHARGES FOR FISCAL YEAR 2019/20 (ZONES A, C, M, AND E)

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Conduct a Public Hearing to consider continuing the current Zones A, C, M, and E Moreno Valley Community Services District annual parcel taxes and charges as proposed for Fiscal Year 2019/20.
2. Adopt Resolution No. CSD 2019-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Maximum and Applied Parcel Tax for Providing Zone A (Parks and Community Services) Services During Fiscal Year 2019/20, and Calculation Thereof.
3. Adopt Resolution No. CSD 2019-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Maximum and Applied Parcel Tax for Providing Zone C (Arterial Street and Intersection Lighting) Services During Fiscal Year 2019/20, and Calculation Thereof.
4. Adopt Resolution No. CSD 2019-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Maximum and Applied Parcel Charges for Providing Zone M (Commercial/Industrial/Multifamily Improved Median

Maintenance) Services During Fiscal Year 2019/20, and Calculation Thereof.

5. Adopt Resolution No. CSD 2019-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Maximum and Applied Parcel Charges for Providing Zone E (Extensive Landscape Maintenance) Services During Fiscal Year 2019/20, and Calculation Thereof.
6. Authorize the Chief Financial Officer to adjust the proposed charges in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied charges do not exceed the maximum charges and are in compliance with the formation documents for each zone.

SUMMARY

This report recommends the Board of the Moreno Valley Community Services District (“CSD Board”) conduct a Public Hearing and consider adoption of the proposed resolutions, which authorize the levy of parcel taxes (Zone A and Zone C) and parcel charges (Zones M and E) (collectively “parcel charges”) on the fiscal year (FY) 2019/20 property tax roll.

The FY 2019/20 proposed parcel charges are a continuation of the parcel charges currently levied on the property tax bills. The maximum parcel charges are proposed to increase only by the annual inflationary adjustment, provided the qualified electors (property owners or registered voters) previously approved such adjustment. The applied parcel charges are not proposed to increase beyond the maximum parcel charge.

Revenue received from the parcel charges fund, in part, the cost of parks and community services (Zone A), the operation of the arterial street lighting program (Zone C), and ongoing maintenance of certain public landscape areas (Zones M and E). Funds collected for each zone are restricted and can only be used within the zone for the purposes for which they were collected. The Finance Subcommittee was scheduled to review the proposed FY 2019/20 maximum and applied parcel charges at its March 26, 2019 meeting.

DISCUSSION

The CSD was formed simultaneously with City incorporation to provide a variety of benefit services. Zones within the CSD were established to allocate costs to those parcels that receive benefit from the services provided. Property owners of benefitting parcels in the zones pay a parcel charge as part of their annual property tax bill, which

is used to fund the cost of parks and community services (Zone A), arterial street lighting (Zone C), and maintaining public landscaping (Zones M and E).

Prior to levying the parcel charges onto the property tax roll each year, the CSD Board must conduct a Public Hearing (Government Code Section 61115) to receive public input on the proposed levy. Approval of the attached resolutions (Attachments 1 through 4) will set the maximum and applied parcel charges for each CSD zone and authorize the County to levy the parcel charges on the FY 2019/20 property tax roll. The attachments also provide the detailed parcel charges proposed for each zone.

For Zones A and C, the voters have not authorized an annual inflationary adjustment for either of these zones. Therefore, the FY 2019/20 proposed maximum and applied parcel charges will remain unchanged at \$87.50 and \$9.00 per parcel, respectively.

For Zones M and E, the FY 2019/20 proposed maximum parcel charges were calculated by applying an inflationary adjustment based on the Consumer Price Index (3.24%) to the FY 2018/19 maximum parcel charge, provided the property owners approved such adjustment. The applied parcel charge is the amount actually levied on the property tax roll. It is the amount necessary to fund the purpose of the zone, including administration and reserves, for the upcoming fiscal year.

An individual analysis of each landscape zone, its current service level, projected expenses, estimated fund balance, assigned reserve levels, proposed capital improvement projects, and whether or not the property owners have authorized an inflationary adjustment was completed to determine the FY 2019/20 proposed applied parcel charge. In those areas where the property owners have approved an annual inflationary adjustment, the proposed maximum parcel charge is increased by 3.24% and the proposed applied charge will be set based on the needs of the area. The proposed applied parcel charge does not exceed the proposed maximum parcel charge and in some cases, may be lower than the proposed maximum parcel charge.

The Annual Levy Report ("Report") describes each zone, including the services funded, the method of calculation of the parcel charges, the annual budget and the improvements by zone, the maximum and applied parcel charge proposed for each parcel, and an update on the zones for the current fiscal year. Boundary maps for the zones are included as Attachment 5 and included in Appendix C of the Report. The Report is on file in the office of the Secretary of the CSD Board (City Clerk) and is accessible from the City's website (www.moval.org/sf).

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

current service level for each landscape maintenance zone, and area within, are included in Appendix D of the Report.

This action meets the Strategic Plan Priorities by providing the financial resources to manage and maximize Moreno Valley's public infrastructure to ensure an excellent quality of life; to promote an active and engaged community where we work together to beautify our shared environment, care for each other, and enjoy access to cultural and recreational amenities that support a high quality of life for all of our residents as envisioned and articulated throughout the City's adopted General Plan; and, to improve the lives and futures of our City's youth by expanding healthy lifestyle choices and learning opportunities.

ALTERNATIVES

1. Conduct the Public Hearing and approve the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow for collection of revenue necessary to fund the programs and services the CSD zones were created to provide.*
2. Conduct the Public Hearing and do not approve the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it may prevent the City from levying the FY 2019/20 parcel charges and collecting the funding to support the programs and services the CSD zones were created to provide.*
3. Open the Public Hearing but continue consideration of the remaining recommendations to a future regular City Council meeting. *Staff does not recommend this alternative as it may prevent the City from meeting the County's deadline to include the parcel charges on the 2019/20 property tax roll.*

FISCAL IMPACT

Property owners pay the CSD parcel charges as a part of their annual property tax bill. The parcel charge, including inflationary adjustments where applicable, has been approved by the qualified electors through prior proceedings. Funds received for the benefit of each zone are restricted and can only be used to fund the operation of that zone. The table below provides a summary of the proposed parcel charges for FY 2019/20. Detail of the proposed maximum and applied parcel charges is included in the Report and proposed resolutions.

Community Services Districts (Zones A, C, M, and E)								
Proposed Annual Parcel Charges ¹ for Fiscal Year 2019/20								
Zone	Estimated Parcel Count	Charge Category	FY 2018/19		FY 2019/20		Change in Applied Rate	Annual Adjustment to Max Rate ⁶
			Maximum Annual Charges	Applied Annual Charges	Maximum Annual Charges	Applied Annual Charges		
A ²	48,873	Per parcel/dwelling unit	\$ 87.50	\$ 87.50	\$ 87.50	\$ 87.50	\$ -	0.00%
C ²	47,648	Per parcel	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00	\$ -	0.00%
M ^{3,4,5}	81	Per parcel	varies	varies	varies	varies	varies	3.24%
E-7	40	Per acre	\$ 787.85	\$ 787.85	\$ 813.37	\$ 813.37	\$ 25.52	3.24%
E-8 ⁴	404	Per parcel	\$ 615.38	\$ 30.12	\$ 635.31	\$ 30.12	\$ -	3.24%
	225	Per condo unit	\$ 217.85	\$ 10.42	\$ 224.90	\$ 10.42	\$ -	3.24%

¹ "Parcel Charge" = parcel tax and parcel charge. Zones A and C are parcel taxes; Zones E & M are parcel charges.

² No approved inflationary adjustment

³ 3 parcels in Zone M do not have an approved annual adjustment.

⁴ Applied a lower charge to use unassigned reserves.

⁵ Rate per parcel in Zone M is calculated based on square footage of landscaping; cost spread proportionately to ballot group by linear footage or acreage. See attached Resolution or the Report for parcel specific detail.

⁶ Annual adjustment approved by qualified electors. Based on percentage change calculated for the prior year in the Los Angeles-Long Beach-Anaheim Regional Consumer Price Index (index approved by the qualified electors)(CPI), as published by the Department of Labor's Bureau of Labor Statistics. 3.24% CPI applied to FY 2018/19 maximum rate to determine FY 2019/20 maximum rate.

Projected revenue from the parcel charge alone is insufficient to fund the operation of programs provided by Zones A and C. The City's FY 2019/20 proposed Operating Budget includes a General Fund contribution to fund the difference. The General Fund also provides financial support to Zone M for certain landscape areas (e.g. Alessandro Blvd. entry monuments) and for those landscaped medians installed prior to the establishment of Zone M. The following table provides the total projected applied parcel charge revenue and General Fund contributions for each zone. Revenue projections and the General Fund contributions are included in the City's FY 2019/20 adopted Operating Budget.

District	Description	Proposed Applied Revenue	General Fund Obligation	General Fund Contribution
Zone A	Parks & Community Services	\$ 5,029,062.50	\$ -	\$ 528,237.00
Zone C	Arterial and Intersection Street Lighting	428,832.00	-	191,400.00
Zone E	Extensive Landscape Maintenance	120,340.12	-	-
Zone M ¹	Landscape Maintenance (medians)	135,735.84	178,500.00	-
Total		\$ 5,713,970.46	\$ 178,500.00	\$ 719,637.00

¹ General Fund supports landscape maintenance of certain medians or portions thereof and other landscaped areas where alternative funding does not exist.

NOTIFICATION

On April 30, 2019, property owners of 48,873 parcels were mailed a courtesy notification of the Public Hearing. A Notice of Public Hearing was published in The Press-Enterprise on May 2 and 9, 2019.

PREPARATION OF STAFF REPORT

Prepared By:
Candace E. Cassel
Special Districts Division Manager

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

Concurred By:
Patti Solano
Parks and Community Services Director

CITY COUNCIL GOALS

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**

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

ATTACHMENTS

1. Resolution Approving Annual Levy for CSD Zn A
2. Resolution Approving Annual Levy for CSD Zn C
3. Resolution Approving Annual Levy for CSD Zn M
4. Resolution Approving Annual Levy for CSD Zn E
5. Boundary Maps - Zones ACME

APPROVALS

Budget Officer Approval ✓ Approved 5/09/19 10:58 AM

City Attorney Approval
City Manager Approval

✓ Approved
✓ Approved

5/14/19 11:27 AM
5/14/19 4:08 PM

RESOLUTION NO. CSD 2019-___

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE MAXIMUM AND APPLIED PARCEL TAX FOR PROVIDING ZONE A (PARKS AND COMMUNITY SERVICES) SERVICES DURING FISCAL YEAR 2019/20, AND CALCULATION THEREOF

WHEREAS, the Moreno Valley Community Services District (the "CSD") provides programs, improvements, and maintenance for parks and community services within Zone A and provides funding for such services, in part, through the collection of the CSD Zone A parcel tax against all assessable parcels within Zone A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by taxes which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general property taxes collected by the County for the benefit of the CSD; and

WHEREAS, the City Council, acting in its capacity as Board of Directors for the CSD ("CSD Board"), has determined that it is in the best interest of the CSD to have its taxes for Zone A (Parks and Community Services) services be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation and application of the tax as previously approved for each assessable parcel of real property or per actual dwelling unit within CSD Zone A will provide the necessary and equitable revenue stream to fund parks and community services by the CSD for fiscal year (FY) 2019/20; and

WHEREAS, a report identifying each assessable parcel of real property subject to the tax and the amount of the tax which is to be levied against each such parcel for FY 2019/20 (the "Report") is on file in the Office of the Secretary of the CSD (City Clerk), available for public inspection, and is incorporated herein by reference; and

WHEREAS, notice of the filing of the Report, and of a hearing thereon, has been given as required by law; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Resolution No. CSD 2019-___
Date Adopted: May 21, 2019

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report is approved as filed, as the Report may have been modified by order of the CSD Board.
3. Maximum and Applied Special Tax Rate. The maximum and applied tax rate for FY 2019/20 to fund the costs of furnishing parks and community services within Zone A is \$87.50 per assessable parcel of real property or per actual dwelling unit.
4. Confirming the Rates. The tax is hereby confirmed for each parcel of real property within CSD Zone A, as set forth in the Report
5. Collection of Special Taxes. The taxes set forth in the Report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any taxes that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the taxes at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the tax will attach at 5:00 p.m. on the date the tax becomes delinquent and interest at 1.5% per month of the delinquent tax will attach on July 1st after the delinquency date and the first of each month thereafter until such tax is paid. Notwithstanding anything to the contrary, in no event shall the total penalties, including any original delinquency fees, delinquency penalties, and interest thereon exceed the maximum amount permitted by law.
6. Proposition 218. As set forth in Resolution CSD 97-01, the existing Zone A parcel taxes are exempt from the requirements of Proposition 218 (Articles XIII C and XIII D of the California Constitution) so long as they are not increased and therefore are not subject to voter ratification at this time.
7. Modifications. The City's Chief Financial Officer is authorized to adjust the special taxes levied on the property tax roll in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax rate does not exceed the maximum special tax rate and is in compliance with the formation documents of Zone A.
8. Provision of Services. Nothing in this description of services or any Resolution or Ordinance of the CSD Board shall be construed as committing the CSD to provide all of the proposed services. The provision of services shall be subject to the availability of sufficient funding through the collection of special tax revenue within the District.
9. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or

applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the CSD Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

- 10. Certified Copy. The Secretary of the CSD is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the tax.
- 11. Certification. The Secretary of the CSD shall certify to the adoption of this Resolution.
- 12. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 21st day of May, 2019.

By:
 Acting in the capacity of President of the
 Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
 Secretary of the Moreno Valley
 Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
 of General Counsel of the Moreno
 Valley Community Services District

3
 Resolution No. CSD 2019-____
 Date Adopted: May 21, 2019

Attachment: Resolution Approving Annual Levy for CSD Zn A (3419 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2019-___ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 21st day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2019-___⁴
Date Adopted: May 21, 2019

Attachment: Resolution Approving Annual Levy for CSD Zn A (3419 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

RESOLUTION NO. CSD 2019-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE MAXIMUM AND APPLIED PARCEL TAX FOR PROVIDING ZONE C (ARTERIAL STREET AND INTERSECTION LIGHTING) SERVICES DURING FISCAL YEAR 2019/20, AND CALCULATION THEREOF

WHEREAS, the Moreno Valley Community Services District (the "CSD") provides for the energy, pole, and maintenance costs for intersection and arterial street lighting services within Zone C and provides funding for such services, in part, through the collection of the CSD Zone C parcel tax against all assessable parcels within Zone C; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by taxes which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general property taxes collected by the County for the benefit of the CSD; and

WHEREAS, the City Council, acting in its capacity as Board of Directors for the CSD ("CSD Board"), has determined that it is in the best interest of the CSD to have its taxes for Zone C (Arterial Street and Intersection Lighting) services be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation and application of the tax as previously approved for each assessable parcel of real property within CSD Zone C, excluding properties in the Edgemont Community Services District, will provide the necessary and equitable revenue stream to fund the arterial and intersection street lighting services by the CSD for fiscal year (FY) 2019/20; and

WHEREAS, a report identifying each assessable parcel of real property subject to the tax and the amount of the tax which is to be levied against each such parcel for FY 2019/20 (the "Report") is on file in the Office of the Secretary of the CSD (City Clerk), available for public inspection, and is incorporated herein by reference; and

WHEREAS, notice of the filing of the Report, and of a hearing thereon, has been given as required by law; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1
Resolution No. CSD 2019-____
Date Adopted: May 21, 2019

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report is approved as filed, as the Report may have been modified by order of the CSD Board.
3. Maximum and Applied Special Tax Rate. The maximum and applied tax rate for FY 2019/20 to defray the costs of furnishing arterial street and intersection lighting services within Zone C is \$9.00 per assessable parcel of real property.
4. Confirming the Rates. The tax is hereby confirmed for each parcel of real property within CSD Zone C, as set forth in the Report.
5. Collection of Special Taxes. The taxes set forth in the Report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any taxes that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the taxes at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the tax will attach at 5:00 p.m. on the date the tax becomes delinquent and interest at 1.5% per month of the delinquent tax will attach on July 1st after the delinquency date and the first of each month thereafter until such tax is paid. Notwithstanding anything to the contrary, in no event shall the total penalties, including any original delinquency fees, delinquency penalties, and interest thereon exceed the maximum amount permitted by law.
6. Proposition 218. As set forth in Resolution CSD 97-01, the existing Zone C parcel taxes are exempt from the requirements of Proposition 218 (Articles XIII C and XIII D of the California Constitution) so long as they are not increased and therefore are not subject to voter ratification at this time.
7. Modifications. The City's Chief Financial Officer is authorized to adjust the special taxes levied on the property tax roll in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax rate does not exceed the maximum special tax rate and is in compliance with the formation documents of Zone C.
8. Provision of Services. Nothing in this description of services or any Resolution or Ordinance of the CSD Board shall be construed as committing the CSD to provide all of the proposed services. The provision of services shall be subject to the availability of sufficient funding through the collection of special tax revenue for Zone C.
9. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or

applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the CSD Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

- 10. Certified Copy. The Secretary of the CSD is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the tax.
- 11. Certification. The Secretary of the CSD shall certify to the adoption of this Resolution.
- 12. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 21st day of May, 2019.

By:
 Acting in the capacity of President of the
 Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
 Secretary of the Moreno Valley
 Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
 of General Counsel of the Moreno
 Valley Community Services District

3
 Resolution No. CSD 2019-____
 Date Adopted: May 21, 2019

Attachment: Resolution Approving Annual Levy for CSD Zn C (3419 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2019-___ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 21st day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2019-___⁴
Date Adopted: May 21, 2019

Attachment: Resolution Approving Annual Levy for CSD Zn C (3419 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

RESOLUTION NO. CSD 2019-__

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE MAXIMUM AND APPLIED PARCEL CHARGES FOR PROVIDING ZONE M (COMMERCIAL/INDUSTRIAL/MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) SERVICES DURING FISCAL YEAR 2019/20, AND CALCULATION THEREOF

WHEREAS, the Moreno Valley Community Services District (the "CSD") provides improvements for and maintenance of improved medians within Zone M and provides funding for such services through the collection of the CSD Zone M parcel charges from benefitting assessable parcels within Zone M; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general property taxes collected by the County for the benefit of the CSD; and

WHEREAS, the City Council, acting in its capacity as Board of Directors for the CSD ("CSD Board"), has determined that it is in the best interest of the CSD to have its charges for Zone M (Commercial/Industrial/Multifamily Improved Median Maintenance) services be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation of the charges, including a Consumer Price Adjustment (CPI) adjustment (if applicable), as previously approved by the property owners for each assessable parcel of real property within CSD Zone M will provide the necessary and equitable revenue stream to fund landscape maintenance to improved medians by the CSD for fiscal year (FY) 2019/20; and

WHEREAS, a report identifying each assessable parcel of real property subject to the charge and the amount of the charge which is to be levied against each such parcel for FY 2019/20 (the "Report") is on file in the Office of the Secretary to the CSD (City Clerk), available for public inspection, and is incorporated herein by reference; and

WHEREAS, notice of the filing of the Report, and of a hearing thereon, has been given as required by law; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1
Resolution No. CSD 2019-__
Date Adopted: May 21, 2019

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report is approved as filed, as the Report may have been modified by order of the CSD Board.
3. Maximum and Applied Charges. The maximum and applied charges for FY 2019/20 to defray the costs of furnishing landscape maintenance services to medians within Zone M is identified in Exhibit "A" attached hereto.
4. Confirming the Charges. The maximum and applied charges are hereby confirmed for each assessable parcel of real property within CSD Zone M, as set forth in the Report.
5. Collection of Charges. The charges set forth in the Report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 p.m. on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid. Notwithstanding anything to the contrary, in no event shall the total penalties, including any original delinquency fees, delinquency penalties, and interest thereon exceed the maximum amount permitted by law.
6. Modifications. The City's Chief Financial Officer is authorized to adjust the parcel charges levied on the property tax roll in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied rate does not exceed the maximum rate and is in compliance with the formation documents of Zone M.
7. Provision of Services. Nothing in this description of services or any Resolution or Ordinance of the CSD Board shall be construed as committing the CSD to provide all of the proposed services. The provision of services shall be subject to the availability of sufficient funding through the collection of parcel charge revenue within Zone M.
8. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the CSD Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

- 9. Certified Copy. The Secretary of the CSD is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the charges.
- 10. Certification. The Secretary of the CSD shall certify to the adoption of this Resolution.
- 11. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 21st day of May 2019.

By:
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

3
Resolution No. CSD 2019-____
Date Adopted: May 21, 2019

Attachment: Resolution Approving Annual Levy for CSD Zn M (3419 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2019-__ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 21st day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2019-__⁴
Date Adopted: May 21, 2019

Attachment: Resolution Approving Annual Levy for CSD Zn M (3419 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

EXHIBIT A

Zone M (Commercial, Industrial and/or Multifamily Median Maintenance) FY 2019/20 Proposed Maximum and Applied Charges

Assessor's Parcel Number (APN)	FY 2019/20 Proposed Maximum Charges	FY 2019/20 Proposed Applied Annual Charges ⁽¹⁾
263-111-046	2,780.83	-
291-191-024	409.75	215.46
291-192-025	534.26	280.92
292-230-006	259.73	-
292-230-055	442.67	-
296-280-020	2,090.05	1,730.38
296-300-005	2,742.07	2,270.20
296-300-007	717.97	594.42
297-100-066	932.21	466.56
297-100-079	443.43	221.94
297-120-002	1,174.48	617.58
297-120-003	850.02	446.98
297-120-011	1,773.34	932.50
297-120-012	1,773.34	932.50
297-120-016	6,216.64	3,111.48
297-130-039 ⁽²⁾	798.00	402.18
297-130-042 ⁽²⁾	1,957.00	986.34
297-130-041 ⁽²⁾	1,610.00	811.44
297-130-046	2,450.29	1,288.48
297-130-064	1,009.83	531.00
297-140-049	1,378.17	724.70
297-140-050	1,417.20	745.22
297-140-052	1,246.44	655.42
297-141-001	262.79	138.18
297-141-002	262.79	138.18
297-141-003	262.79	138.18
297-141-004	262.79	138.18
297-141-005	262.79	138.18
297-141-006	262.79	138.18
297-150-056	23,515.40	6,660.44
297-170-004	4,354.23	3,604.96
297-170-069	8,097.12	8,055.02
297-170-086	1,851.82	1,842.18
297-170-087	17,983.46	17,889.98
312-020-017	1,905.07	1,290.20
312-020-018	1,816.00	1,229.88
312-020-020	708.57	479.88
312-250-046	4,415.20	2,501.26
312-250-049	297.09	159.50
312-270-036	3,161.36	1,517.50
312-360-001	1,699.04	554.40
312-360-002	799.56	260.90
312-360-003	547.40	178.62

EXHIBIT A

Zone M
(Commercial, Industrial and/or Multifamily Median Maintenance)
FY 2019/20 Proposed Maximum and Applied Charges

Assessor's Parcel Number (APN)	FY 2019/20 Proposed Maximum Charges	FY 2019/20 Proposed Applied Annual Charges ⁽¹⁾
312-360-004	1,918.81	626.12
312-360-005	1,490.02	486.20
312-360-006	2,412.36	787.18
312-360-007	942.50	307.54
312-360-008	888.55	289.94
312-360-009	987.02	322.06
312-360-010	997.79	325.58
312-360-011	800.94	261.34
316-020-046	11,478.84	6,575.50
316-200-033	2,525.50	207.08
316-200-034	5,371.23	440.42
316-200-035	2,262.39	185.50
316-210-074	2,255.12	1,082.48
316-210-096	2,998.57	1,698.72
474-120-037	3,805.35	-
478-070-029	9,039.04	-
478-430-031	2,979.57	-
479-070-050	1,931.89	1,400.00
482-190-022	161.61	142.72
482-190-023	41.45	36.60
482-540-030	482.92	75.24
482-700-001	464.63	410.32
482-700-005	464.63	410.32
484-020-023	7,130.21	4,590.02
484-020-024	8,714.58	5,609.96
484-020-026	3,367.46	524.74
484-030-020	741.49	-
484-030-022	741.49	-
484-030-027	1,890.04	-
484-242-020	3,573.64	-
485-081-035	378.03	221.34
485-081-037	84.90	46.48
485-081-038	158.30	86.64
485-081-039	86.34	47.26
485-081-041	94.98	51.98
485-081-043	558.41	305.68
485-220-030	2,414.93	1,565.26
485-220-031	362.16	234.72
486-070-004	3,567.52	2,088.92
486-070-012	311.14	182.18
486-070-013	308.31	180.52
486-070-016	3,567.52	2,088.92
486-240-015	3,272.78	-

EXHIBIT A

Zone M (Commercial, Industrial and/or Multifamily Median Maintenance) FY 2019/20 Proposed Maximum and Applied Charges

Assessor's Parcel Number (APN)	FY 2019/20 Proposed Maximum Charges	FY 2019/20 Proposed Applied Annual Charges ⁽¹⁾
486-240-016	8,489.86	-
486-250-021	9,751.34	2,750.00
486-250-024	9,414.08	2,654.88
486-250-025	337.20	95.08
486-280-051	11,697.22	-
488-210-028	1,500.59	-
488-350-035	8,234.33	5,101.98
488-350-041	38,983.57	24,154.16
488-350-047	3,332.43	2,064.76
488-400-001	2,518.55	-
488-400-002	148.62	-
488-400-003	1,694.04	-
488-400-008	132.83	-
488-400-009	430.20	-
488-400-010	344.59	-
488-400-011	83.28	-
488-400-012	162.12	-
488-400-013	1,031.69	-
488-400-014	69.77	-
488-400-015	58.47	-
488-400-016	306.32	-
488-400-017	177.90	-
488-400-018	130.60	-
488-400-019	238.71	-
488-400-020	207.20	-
488-400-021	1,196.13	-
488-400-022	175.65	-
488-400-023	549.58	-
488-400-024	322.04	-
488-400-025	117.07	-
488-400-026	425.72	-
488-400-027	13.44	-
488-400-028	421.18	-
488-400-040	454.98	-
488-400-041	421.20	-
488-400-042	394.19	-
488-400-043	450.47	-
Total Zone M Levy for FY 2019/20		135,735.84

⁽¹⁾ There are 123 parcels subject to the Zone M charge; however, only 81 parcels are being levied. The determination to levy the Zone M charge is dependent on whether improvements adjacent to the parcel have been or are being constructed.

⁽²⁾ An annual inflation adjustment has not been approved by the property owners.

7
Resolution No. CSD 2019-
Date Adopted: May 21, 2019

RESOLUTION NO. CSD 2019-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE MAXIMUM AND APPLIED PARCEL CHARGES FOR PROVIDING ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2019/20, AND CALCULATION THEREOF

WHEREAS, the Moreno Valley Community Services District (the "CSD") provides improvements for and maintenance of landscaped parkways, open space, and medians within Zone E and provides funding for such services through the collection of the CSD Zone E parcel charges from benefitting assessable parcels within Zone E; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general property taxes collected by the County for the benefit the CSD; and

WHEREAS, the City Council, acting in its capacity as Board of Directors for the CSD ("CSD Board"), has determined that it is in the best interest of the CSD to have its charges for Zone E (Extensive Landscape Maintenance) services be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation of the charge, including a Consumer Price Adjustment (CPI) adjustment, as previously approved by the property owners for each assessable parcel of real property within CSD Zone E will provide the necessary and equitable revenue stream to fund extensive landscape maintenance services by the CSD for fiscal year (FY) 2019/20; and

WHEREAS, a report identifying each assessable parcel of real property subject to the charge and the amount of the charge which is to be levied against each such parcel for FY 2019/20 (the "Report") is on file in the Office of the Secretary to the CSD (City Clerk), available for public inspection, and is incorporated herein by reference; and

WHEREAS, notice of the filing of the Report, and of a hearing thereon, has been given as required by law; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.

- 2. Approval of Report. The above referenced Report is approved as filed, as the Report may have been modified by order of the CSD Board.
- 3. Maximum and Applied Charges. The maximum and applied charges for FY 2019/20 to defray the costs of furnishing extensive landscape maintenance services per assessable parcel of real property within Zone E is identified in the table below.

**Zone E (Extensive Landscape Maintenance)
FY 2019/20 Maximum and Applied Annual Charges**

Zone E	Specific Plan or Development	Charge Category	2019/20 Maximum Charges	2019/20 Applied Charges
E-7	Centerpointe	Per acre	\$813.37	\$813.37
E-8	Promontory Park	Per single-family dwelling parcel	\$635.31	\$30.12
		Per condo unit	\$224.90	\$10.42

- 4. Confirming the Charges. The maximum and applied charges are hereby confirmed for each assessable parcel of real property within CSD Zone E, as set forth in the Report.
- 5. Collection of Charges. The charges set forth in the Report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charges that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 p.m. on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid. Notwithstanding anything to the contrary, in no event shall the total penalties, including any original delinquency fees, delinquency penalties, and interest thereon exceed the maximum amount permitted by law.
- 6. Proposition 218. As set forth in Resolution CSD 97-06, the existing Zone E parcel charges are exempt from the requirements of Proposition 218 (Articles XIII C and XIII D of the California Constitution) so long as they are not increased and are therefore are not subject to voter ratification at this time.
- 7. Modifications. The City's Chief Financial Officer is authorized to adjust the parcel charges levied on the property tax roll in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to

2
Resolution No. CSD 2019-____
Date Adopted: May 21, 2019

the County of Riverside, provided the applied rate does not exceed the maximum rate and is in compliance with the formation documents of Zone E.

- 8. Provision of Services. Nothing in this description of services or any Resolution or Ordinance of the Board of Directors shall be construed as committing the CSD to provide all of the proposed services. The provision of services shall be subject to the availability of sufficient funding through the collection of parcel charge revenue for Zone E.
- 9. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the CSD Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- 10. Certified Copy. The Secretary of the CSD is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the charges.
- 11. Certification. The Secretary of the CSD shall certify to the adoption of this Resolution.
- 12. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 21st day of May, 2019.

By:
 Acting in the capacity of President of the
 Moreno Valley Community Services District

3
 Resolution No. CSD 2019-____
 Date Adopted: May 21, 2019

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Attachment: Resolution Approving Annual Levy for CSD Zn E (3419 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

Resolution No. CSD 2019-4
Date Adopted: May 21, 2019

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2019-___ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 21st day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

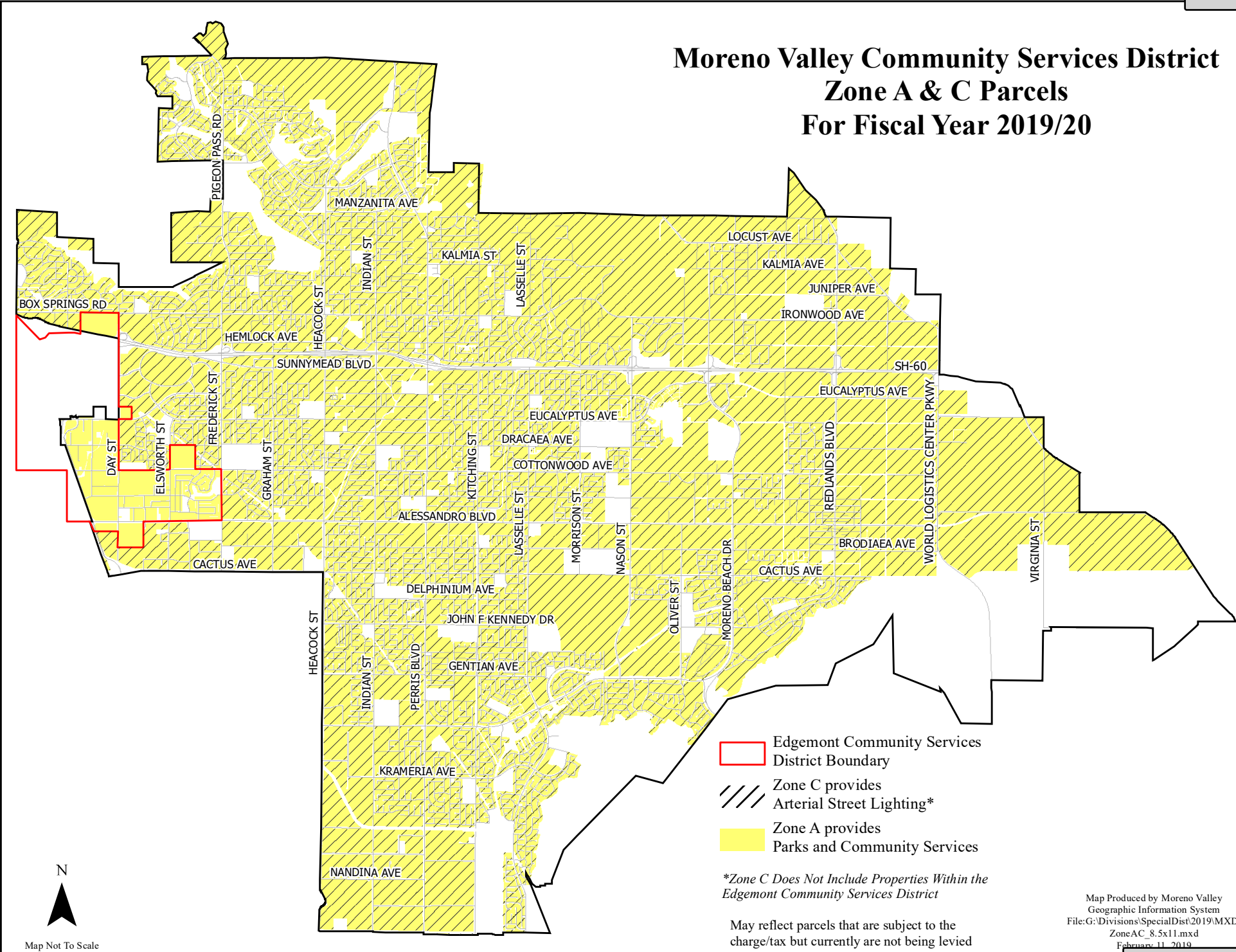
SECRETARY

(SEAL)

5
Resolution No. CSD 2019-___
Date Adopted: May 21, 2019

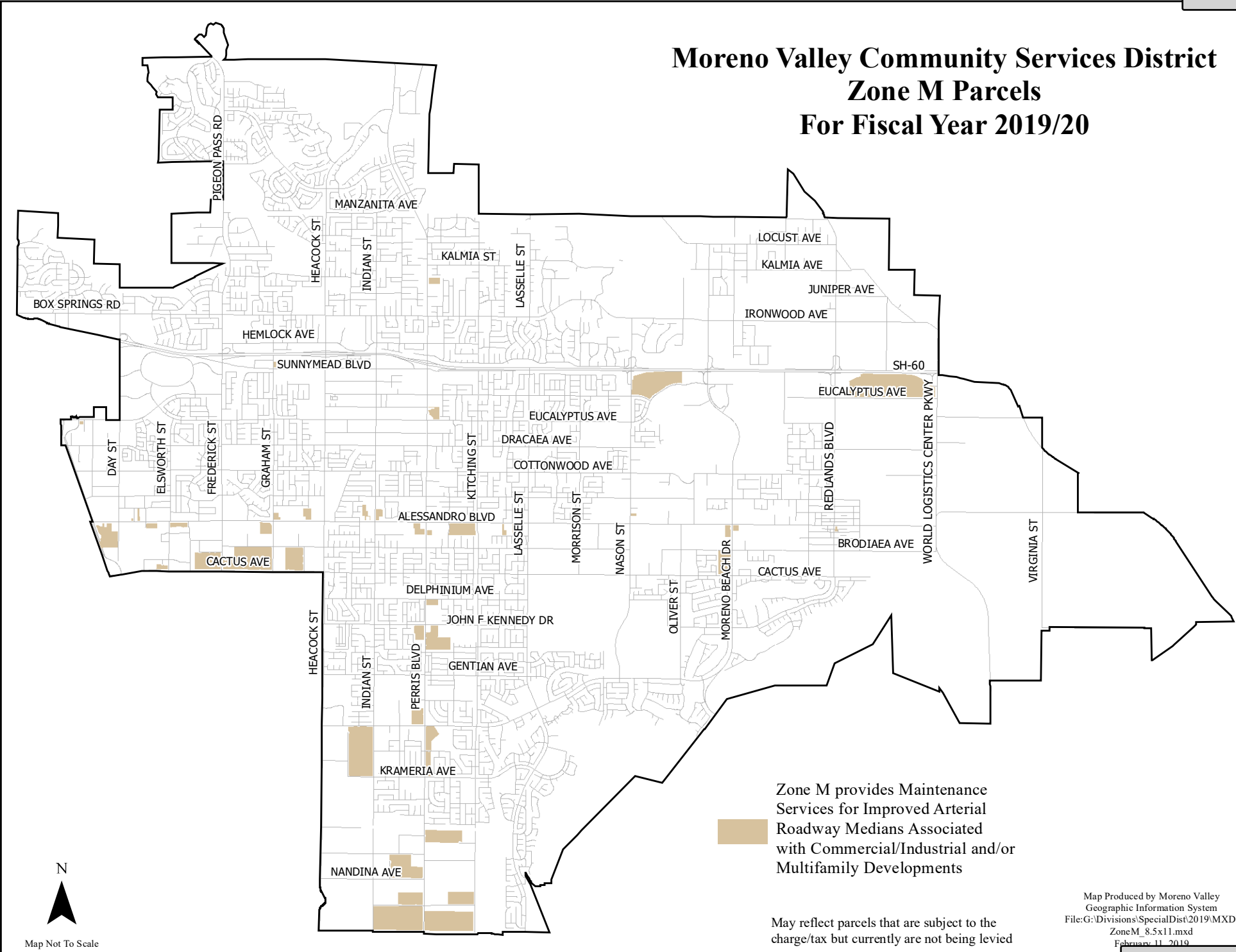
Attachment: Resolution Approving Annual Levy for CSD Zn E (3419 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

Moreno Valley Community Services District Zone A & C Parcels For Fiscal Year 2019/20



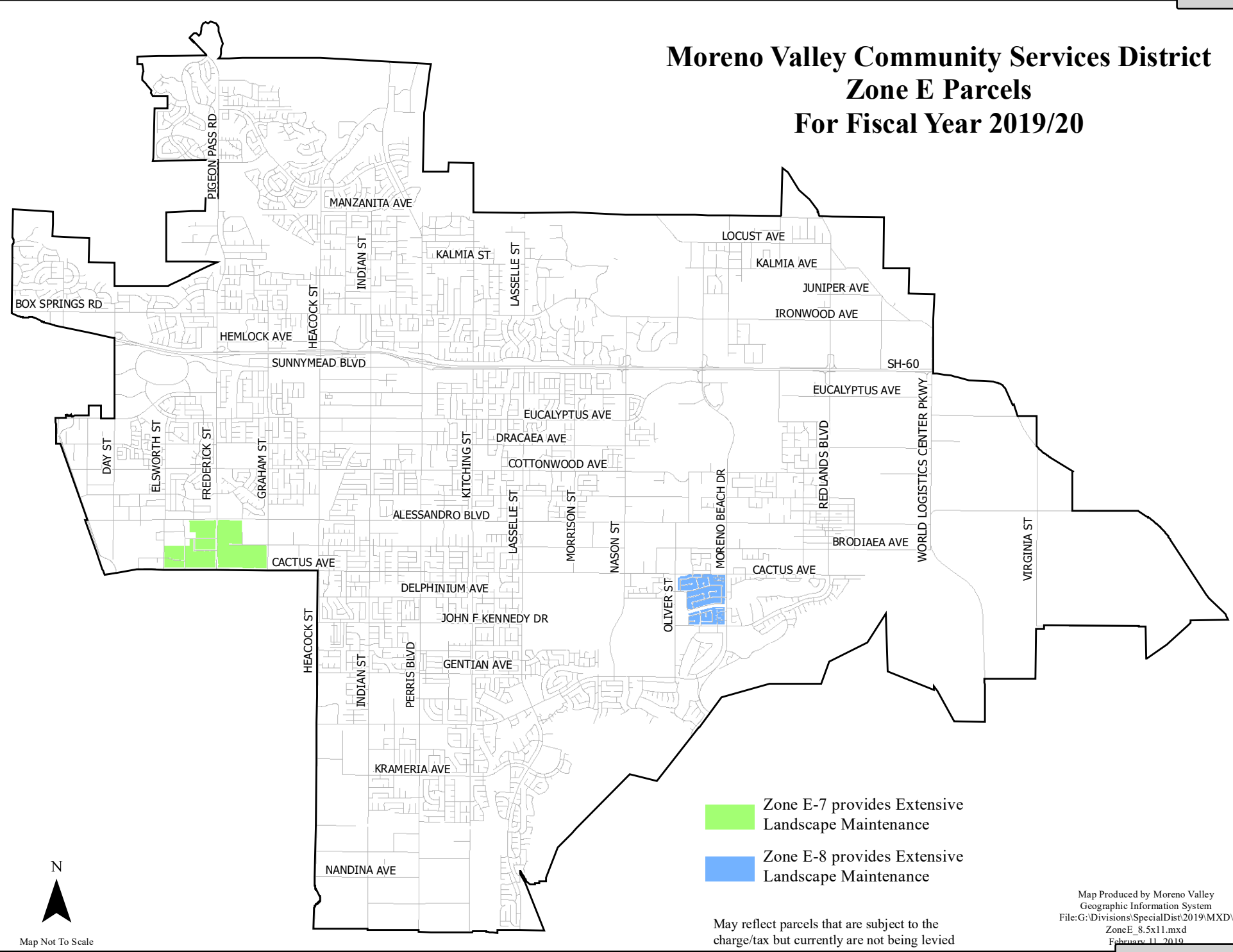
Attachment: Boundary Maps - Zones ACME (3419) : PUBLIC HEARING TO CONTINUE MORENO VALLEY

Moreno Valley Community Services District Zone M Parcels For Fiscal Year 2019/20



Map Not To Scale

Moreno Valley Community Services District Zone E Parcels For Fiscal Year 2019/20



Attachment: Boundary Maps - Zones ACME (3419 : PUBLIC HEARING TO CONTINUE MORENO VALLEY



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

AGENDA DATE: May 21, 2019

TITLE: PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL CHARGES FOR FISCAL YEAR 2019/20 (ZONE D)

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Conduct a Public Hearing to consider continuing the current Zone D Moreno Valley Community Services District annual parcel charges as proposed for Fiscal Year 2019/20.
2. Adopt Resolution No. CSD 2019-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Maximum and Applied Parcel Charges for Providing Zone D (Parkway Landscape Maintenance) Services During Fiscal Year 2019/20, and Calculation Thereof.
3. Authorize the Chief Financial Officer to adjust the proposed charges in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied charges do not exceed the maximum charges and are in compliance with the formation documents for Zone D.

SUMMARY

This report recommends the Board of the Moreno Valley Community Services District ("CSD Board") conduct a Public Hearing and consider adoption of the proposed

resolution, which authorizes the levy of parcel charges (Zones D – Parkway Landscape Maintenance) on the fiscal year (FY) 2019/20 property tax roll.

The FY 2019/20 proposed parcel charges are a continuation of the parcel charges currently levied on the property tax bills. The maximum parcel charges are proposed to increase only by the annual inflationary adjustment, provided the property owners previously approved such adjustment. The applied parcel charges are not proposed to increase beyond the maximum parcel charge.

Revenue received from the parcel charges fund the cost of ongoing maintenance of certain public landscape areas (Zone D). Funds collected for Zone D are restricted and can only be used within Zone D to provide maintenance of certain landscaped public parkways. The Finance Subcommittee was scheduled to review the proposed FY 2019/20 maximum and applied parcel charges at its March 26, 2019 meeting.

DISCUSSION

The CSD was formed simultaneously with City incorporation to provide a variety of benefit services. Zones within the CSD were established to allocate costs to those parcels that receive benefit from the services provided. Property owners of benefitting parcels in the zones pay a parcel charge as part of their annual property tax bill, which is used to fund the cost of maintaining certain public landscaped parkways (Zone D).

Prior to levying the parcel charges onto the property tax roll each year, the CSD Board must conduct a Public Hearing (Government Code Section 61115) to receive public input on the proposed levy. Approval of the attached resolution (Attachment 1) will set the maximum and applied parcel charges for each area within Zone D and authorize the County to levy the parcel charges on the FY 2019/20 property tax roll. The attachment also provides the detailed parcel charges proposed for each area within the Zone.

The FY 2019/20 proposed maximum parcel charges were calculated by applying an inflationary adjustment based on the Consumer Price Index (3.24%) to the FY 2018/19 maximum parcel charge, provided the property owners approved such adjustment. The applied parcel charge is the amount actually levied on the property tax roll. It is the amount necessary to fund the purpose of the zone, including administration and reserves, for the upcoming fiscal year.

An individual analysis of each landscape area, its current service level, projected expenses, estimated fund balance, assigned reserve levels, proposed capital improvement projects, and whether or not the property owners have authorized an inflationary adjustment was completed to determine the FY 2019/20 proposed applied parcel charge. In those areas where the property owners have approved an annual inflationary adjustment, the proposed maximum parcel charge is increased by 3.24% and the proposed applied charge will be set based on the needs of the area. The proposed applied parcel charge does not exceed the proposed maximum parcel charge and in some cases, may be lower than the proposed maximum parcel charge.

The Annual Levy Report (“Report”) describes Zone D, including the services funded, the method of calculation of the parcel charges, the annual budget and the improvements, the maximum and applied parcel charge proposed for each parcel, and an update on the Zone for the current fiscal year. A boundary map is included as Attachment 2 and included in Appendix C of the Report. The Report is on file in the office of the Secretary of the CSD Board (City Clerk) and is accessible from the City’s website (www.moval.org/sf).

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

This action meets the Strategic Plan Priorities by providing the financial resources to manage and maximize Moreno Valley’s public infrastructure to ensure an excellent quality of life.

ALTERNATIVES

1. Conduct the Public Hearing and approve the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow for collection of revenue necessary to fund the programs and services the CSD zone was created to provide.*
2. Conduct the Public Hearing and do not approve the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it may prevent the City from levying the FY 2019/20 parcel charges and collecting the funding to support the programs and services the CSD zone was created to provide.*
3. Open the Public Hearing but continue consideration of the remaining recommendations to a future regular City Council meeting. *Staff does not recommend this alternative as it may prevent the City from meeting the County’s deadline to include the parcel charges on the 2019/20 property tax roll.*

FISCAL IMPACT

Property owners pay the CSD parcel charges as a part of their annual property tax bill. The parcel charge, including inflationary adjustments where applicable, has been approved by the property owners through prior proceedings. Funds received for the benefit of Zone D are restricted and can only be used to fund the operation of that zone.

The table below provides a summary of the proposed parcel charges for FY 2019/20. Detail of the proposed maximum and applied parcel charges is included in the Report and proposed resolution.

Community Services Districts (Zone D) Proposed Annual Parcel Charges for Fiscal Year 2019/20								
Zone	Estimated Parcel Count	Charge Category	FY 2018/19		FY 2019/20		Change in Applied Rate	Annual Adjustment to Max Rate ³
			Maximum Annual Charges	Applied Annual Charges	Maximum Annual Charges	Applied Annual Charges		
D ^{1,2}	11,437	Per parcel	varies	varies	varies	varies	varies	3.24%
¹ 28 of the 103 Zone D tracts do not have an approved annual adjustment. ² Costs shared based on the area of public landscaping maintained and the number of parcels sharing in the cost. See attached Resolution for tract specific detail. ³ Annual adjustment approved by property owners. Based on percentage change calculated for the prior year in the Los Angeles-Long Beach-Anaheim Regional Consumer Price Index (index approved by the property owners)(CPI), as published by the Department of Labor's Bureau of Labor Statistics. 3.24% CPI applied to FY 2018/19 maximum rate to determine FY 2019/20 maximum rate.								

The following table provides the total projected applied parcel charge revenue for Zone D. Revenue projections are included in the City's FY 2019/20 adopted Operating Budget.

District	Description	Proposed Applied Revenue
Zone D	Parkway Landscape Maintenance	\$ 1,039,820.12

NOTIFICATION

On April 30, 2019, the property owners were mailed a courtesy notification of the Public Hearing. A Notice of Public Hearing was published in The Press-Enterprise on May 2 and 9, 2019.

PREPARATION OF STAFF REPORT

Prepared By:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Michael L. Wolfe, 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.

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

ATTACHMENTS

- 1. Resolution Approving Annual Levy for CSD Zn D
- 2. Boundary Map - Zone D

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/09/19 8:15 AM
City Attorney Approval	<u>✓ Approved</u>	5/14/19 11:13 AM
City Manager Approval	<u>✓ Approved</u>	5/14/19 4:14 PM

RESOLUTION NO. CSD 2019-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE MAXIMUM AND APPLIED PARCEL CHARGES FOR PROVIDING ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2019/20, AND CALCULATION THEREOF

WHEREAS, the Moreno Valley Community Services District (the "CSD") provides improvements and maintenance for parkway and median landscape within the Zone D and provides funding for such services through the collection of the CSD Zone D parcel charges from benefitting assessable parcels within Zone D; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general property taxes collected by the County for the benefit of the CSD; and

WHEREAS, the City Council, acting in its capacity as Board of Directors for the CSD ("CSD Board"), has determined that it is in the best interest of the CSD to have its charges for Zone D (Parkway Landscape Maintenance) services be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation of the charges, including a Consumer Price Adjustment (CPI) adjustment (if applicable), as previously approved by the property owners for each assessable parcel of real property within CSD Zone D, will provide the necessary and equitable revenue stream to fund the parkway and median landscape maintenance services by the CSD for fiscal year (FY) 2019/20; and

WHEREAS, a report identifying each assessable parcel of real property subject to the charge and the amount of the charge which is to be levied against each such parcel for FY 2019/20 (the "Report") is on file in the Office of the Secretary to the CSD (City Clerk), available for public inspection, and incorporated herein by reference; and

WHEREAS, notice of the filing of the Report, and of a hearing thereon, has been given as required by law; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any.

1
Resolution No. CSD 2019-____
Date Adopted: May 21, 2019

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report is approved as filed, as the Report may have been modified by order of the CSD Board.
3. Maximum and Applied Charges. The maximum and applied charges for FY 2019/20 to defray the costs of furnishing parkway and median landscape maintenance services per residential housing tract per assessable parcel of real property within Zone D is identified in Exhibit "A" attached hereto.
4. Confirming the Charges. The maximum and applied charges are hereby confirmed for each assessable parcel of real property within CSD Zone D, as set forth in the Report.
5. Collection of Charges. The charges set forth in the Report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charges that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 p.m. on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid. Notwithstanding anything to the contrary, in no event shall the total penalties, including any original delinquency fees, delinquency penalties, and interest thereon exceed the maximum amount permitted by law.
6. Proposition 218. As set forth in Resolution CSD 97-05, the existing Zone D parcel charges are exempt from the requirements of Proposition 218 (Articles XIII C and XIII D of the California Constitution) so long as they are not increased and are therefore are not subject to voter ratification at this time.
7. Modifications. The City's Chief Financial Officer is authorized to adjust the parcel charges levied on the property tax roll in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied rate does not exceed the maximum rate and is in compliance with the formation documents of Zone D.

2
Resolution No. CSD 2019-____
Date Adopted: May 21, 2019

- 8. Provision of Services. Nothing in this description of services or any Resolution or Ordinance of the CSD Board shall be construed as committing the CSD to provide all of the proposed services. The provision of services shall be subject to the availability of sufficient funding through the collection of parcel charge revenue for Zone D.
- 9. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the CSD Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- 10. Certified Copy. The Secretary of the CSD is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the charges.
- 11. Certification. The Secretary of the CSD shall certify to the adoption of this Resolution.
- 12. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 21st day of May, 2019.

 By:
 Moreno Valley Community Services District

3
 Resolution No. CSD 2019-____
 Date Adopted: May 21, 2019

Attachment: Resolution Approving Annual Levy for CSD Zn D (3585 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Resolution No. CSD 2019-4
Date Adopted: May 21, 2019

Attachment: Resolution Approving Annual Levy for CSD Zn D (3585 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2019-___ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 21st day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2019-5
Date Adopted: May 21, 2019

Attachment: Resolution Approving Annual Levy for CSD Zn D (3585 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

EXHIBIT A

Zone D (Landscape Maintenance) ⁽⁴⁾ FY 2019/20 Charges				
Tract Number	Parcel Count	Maximum Charge ⁽³⁾	Applied Charge	Total Levy
10191/18468	77	\$ 84.02	\$ 84.02	\$ 6,469.54
11848	62	\$ 102.27	\$ 102.26	\$ 6,340.12
12305 ⁽¹⁾	98	\$ 57.00	\$ 24.96	\$ 2,446.08
12608	75	\$ 232.56	\$ -	\$ -
12773	160	\$ 97.39	\$ 76.36	\$ 12,217.60
12902	80	\$ 87.66	\$ 64.10	\$ 5,128.00
13576/19080/19081	332	\$ 38.93	\$ 31.48	\$ 10,451.36
13585 ⁽¹⁾	81	\$ 57.00	\$ 48.94	\$ 3,964.14
14387/12268 ⁽¹⁾	176	\$ 57.00	\$ 42.32	\$ 7,448.32
15387 ⁽¹⁾	100	\$ 57.00	\$ 57.00	\$ 5,700.00
15433	138	\$ 109.58	\$ 97.36	\$ 13,435.68
16768	105	\$ 77.90	\$ 77.90	\$ 8,179.50
16769	156	\$ 74.25	\$ 50.92	\$ 7,943.52
16770 ⁽¹⁾	70	\$ 57.00	\$ 57.00	\$ 3,990.00
17033	38	\$ 210.86	\$ 142.04	\$ 5,397.52
17176 ⁽¹⁾	138	\$ 57.00	\$ 57.00	\$ 7,866.00
17334	57	\$ 412.76	\$ 354.22	\$ 20,190.54
17387 ⁽¹⁾	37	\$ 57.00	\$ 57.00	\$ 2,109.00
17457	40	\$ 96.17	\$ 68.56	\$ 2,742.40
17867 ⁽¹⁾	195	\$ 57.00	\$ 55.56	\$ 10,834.20
18283 ⁽¹⁾	538	\$ 57.00	\$ 29.34	\$ 15,784.92
18512/21322	519	\$ 98.03	\$ 74.16	\$ 38,489.04
18784/20906	137	\$ 211.72	\$ 187.42	\$ 25,676.54
18930	295	\$ 93.76	\$ 75.32	\$ 22,219.40
19032	113	\$ 231.38	\$ 116.44	\$ 13,157.72
19141	62	\$ 91.30	\$ 91.30	\$ 5,660.60
19142 ⁽¹⁾	50	\$ 57.00	\$ 57.00	\$ 2,850.00
19143 ⁽¹⁾	51	\$ 57.00	\$ 57.00	\$ 2,907.00
19208	153	\$ 88.47	\$ 72.12	\$ 11,034.36
19210	122	\$ 82.80	\$ 58.38	\$ 7,122.36
19233 ⁽¹⁾	129	\$ 57.00	\$ 32.56	\$ 4,200.24
19363 ⁽¹⁾	151	\$ 57.00	\$ 47.16	\$ 7,121.16
19434 ⁽¹⁾	156	\$ 57.00	\$ 36.94	\$ 5,762.64
19474 ⁽¹⁾	120	\$ 57.00	\$ 48.02	\$ 5,762.40
19496	45	\$ 77.90	\$ 75.36	\$ 3,391.20
19500	40	\$ 88.85	\$ 69.16	\$ 2,766.40
19509 ⁽¹⁾	323	\$ 57.00	\$ 51.30	\$ 16,569.90

EXHIBIT A

Zone D (Landscape Maintenance) ⁽⁴⁾ FY 2019/20 Charges				
Tract Number	Parcel Count	Maximum Charge ⁽³⁾	Applied Charge	Total Levy
19518/18372 ⁽¹⁾	108	\$ 57.00	\$ 57.00	\$ 6,156.00
19529	35	\$ 85.22	\$ 80.90	\$ 2,831.50
19533 ⁽¹⁾	147	\$ 57.00	\$ 36.94	\$ 5,430.18
19541	40	\$ 113.25	\$ 113.24	\$ 4,529.60
19551	225	\$ 114.81	\$ 81.68	\$ 18,378.00
19675	38	\$ 97.39	\$ 57.28	\$ 2,176.64
19685	311	\$ 85.22	\$ 80.34	\$ 24,985.74
19799	31	\$ 325.67	\$ 287.06	\$ 8,898.86
19852	292	\$ 82.50	\$ 55.64	\$ 16,246.88
19862	35	\$ 180.40	\$ 147.20	\$ 5,152.00
19912	138	\$ 101.04	\$ 91.90	\$ 12,682.20
19937	163	\$ 130.41	\$ 99.48	\$ 16,215.24
19957	72	\$ 82.50	\$ 82.50	\$ 5,940.00
20030	41	\$ 121.91	\$ 121.90	\$ 4,997.90
20032 ⁽¹⁾	171	\$ 57.00	\$ 57.00	\$ 9,747.00
20072	119	\$ 106.45	\$ 106.44	\$ 12,666.36
20120	41	\$ 114.49	\$ 105.86	\$ 4,340.26
20197 ⁽¹⁾	221	\$ 57.00	\$ 45.84	\$ 10,130.64
20272	205	\$ 152.26	\$ 134.74	\$ 27,621.70
20301 ⁽¹⁾	149	\$ 57.00	\$ 48.50	\$ 7,226.50
20404	238	\$ 125.57	\$ 84.84	\$ 20,191.92
20525 ⁽¹⁾	213	\$ 57.00	\$ 49.68	\$ 10,581.84
20552 ⁽¹⁾	200	\$ 57.00	\$ 57.00	\$ 11,400.00
20660	76	\$ 127.98	\$ 127.98	\$ 9,726.48
20715	342	\$ 112.41	\$ 96.56	\$ 33,023.52
20718	104	\$ 169.42	\$ 115.78	\$ 12,041.12
20859	313	\$ 78.93	\$ 78.92	\$ 24,701.96
20869 ⁽¹⁾	72	\$ 57.00	\$ 57.00	\$ 4,104.00
20941	76	\$ 125.55	\$ 93.86	\$ 7,133.36
21113 ⁽¹⁾	166	\$ 57.00	\$ 48.66	\$ 8,077.56
21332	104	\$ 116.90	\$ 116.90	\$ 12,157.60
21333	127	\$ 253.64	\$ 189.48	\$ 24,063.96
21345	53	\$ 138.94	\$ 117.52	\$ 6,228.56
21597	75	\$ 565.93	\$ 268.80	\$ 20,160.00
21616	37	\$ 451.99	\$ 349.64	\$ 12,936.68
21737	14	\$ 256.05	\$ 256.04	\$ 3,584.56
21806	70	\$ 84.02	\$ 84.02	\$ 5,881.40

7
Resolution No. CSD 2019-____
Date Adopted: May 21, 2019

EXHIBIT A

Zone D (Landscape Maintenance) ⁽⁴⁾ FY 2019/20 Charges				
Tract Number	Parcel Count	Maximum Charge ⁽³⁾	Applied Charge	Total Levy
22093	73	\$ 206.59	\$ 162.46	\$ 11,859.58
22180 ⁽⁵⁾	140	\$ -	\$ -	\$ -
22276	38	\$ 237.28	\$ 237.28	\$ 9,016.64
22277	38	\$ 321.86	\$ 207.34	\$ 7,878.92
22371	39	\$ 348.66	\$ 244.70	\$ 9,543.30
22889	56	\$ 226.57	\$ 226.56	\$ 12,687.36
22999 ⁽¹⁾	43	\$ 67.00	\$ 67.00	\$ 2,881.00
23046 ⁽¹⁾	38	\$ 183.00	\$ 183.00	\$ 6,954.00
24721 ⁽¹⁾	64	\$ 57.00	\$ 57.00	\$ 3,648.00
27251-1 ⁽²⁾	150	\$ -	\$ -	\$ -
27526	51	\$ 195.02	\$ 144.36	\$ 7,362.36
28882	111	\$ 125.55	\$ 102.86	\$ 11,417.46
29038	72	\$ 73.03	\$ 54.60	\$ 3,931.20
30027	134	\$ 240.43	\$ 209.10	\$ 28,019.40
30967	33	\$ 559.22	\$ 395.58	\$ 13,054.14
31129	109	\$ 162.90	\$ 108.72	\$ 11,850.48
31257	17	\$ 1,279.31	\$ 942.82	\$ 16,027.94
31268	26	\$ 220.58	\$ 158.84	\$ 4,129.84
31269	35	\$ 261.88	\$ 250.62	\$ 8,771.70
31269-1	107	\$ 359.63	\$ 212.62	\$ 22,750.34
31284	144	\$ 152.04	\$ 112.76	\$ 16,237.44
31305 ⁽⁵⁾	1	\$ -	\$ -	\$ -
31424	37	\$ 261.88	\$ 185.28	\$ 6,855.36
31591	33	\$ 553.59	\$ 451.18	\$ 14,888.94
32005	2	\$ 133.97	\$ -	\$ -
32018	77	\$ 82.80	\$ 82.80	\$ 6,375.60
32625	20	\$ 1,196.55	\$ 790.22	\$ 15,804.40
32715	36	\$ 1,092.40	\$ 616.60	\$ 22,197.60
33436	2	\$ 50.20	\$ -	\$ -
33637	4	\$ 355.33	\$ -	\$ -
33962	2	\$ 591.04	\$ -	\$ -
4-Custom Homes	4	\$ 678.39	\$ -	\$ -
Total Zone D Levy for FY				\$ 1,039,820.12

⁽¹⁾ An annual inflation adjustment has not been approved by the property owners.

⁽²⁾ Tract 27251-1 was annexed into LMD 2014-02 (May 12, 2015), replacing the Zone D charge.

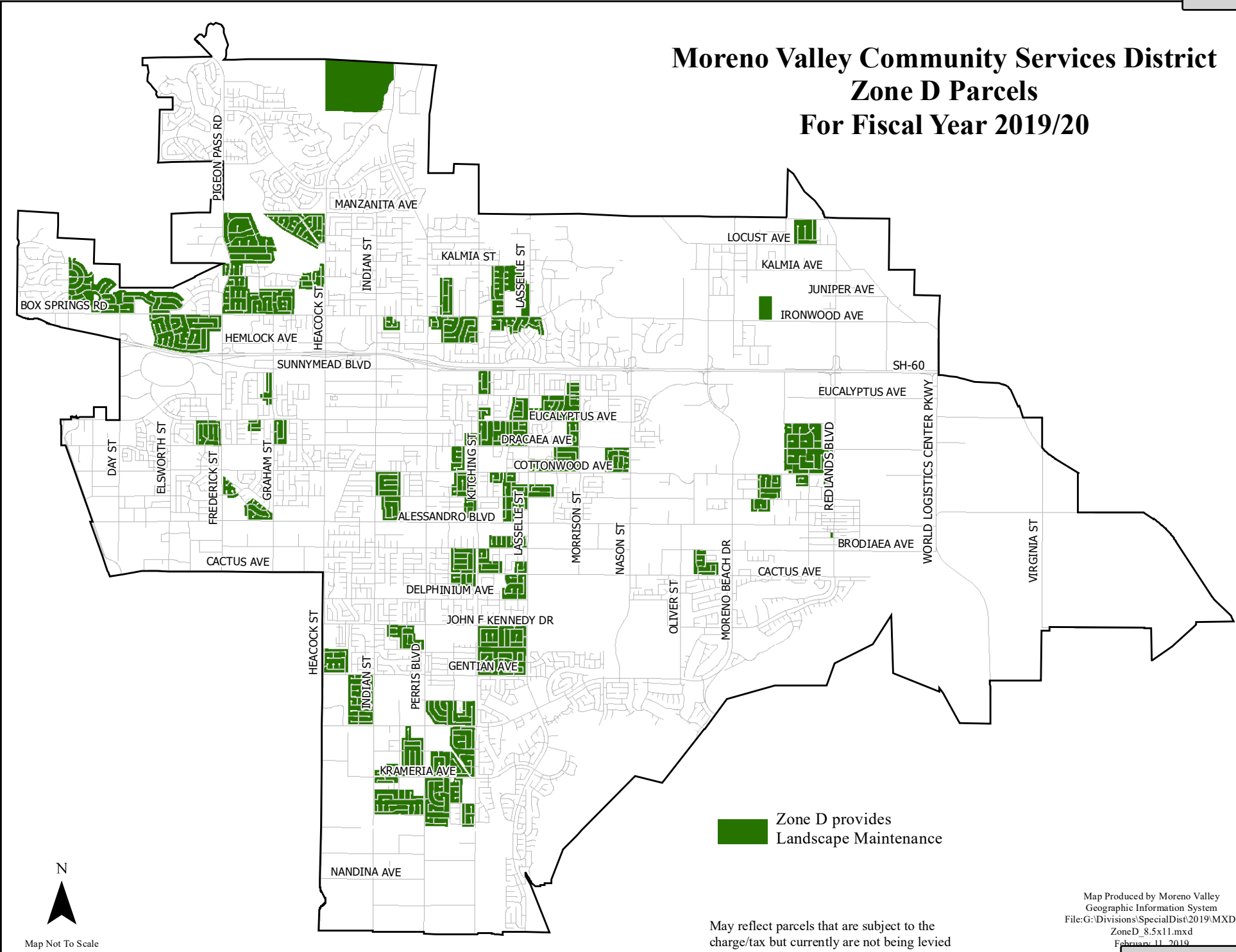
⁽³⁾ Maximum rate increased by 3.24% inflationary adjustment.

⁽⁴⁾ There are 103 Tract/Developments subject to the Zone D charge; however, only 97 Tracts are projected to be levied in FY 2019/20. The determination to levy the Zone D charge is dependent on whether improvements adjacent to the parcel have been or are being constructed.

⁽⁵⁾ Tracts 22180 and 31305 were converted from Zone D to CFD No. 2014-01 through an approved landowner petition.

8
Resolution No. CSD 2019-____
Date Adopted: May 21, 2019

Moreno Valley Community Services District Zone D Parcels For Fiscal Year 2019/20



Attachment: Boundary Map - Zone D (3585 : PUBLIC HEARING TO CONTINUE MORENO VALLEY



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

AGENDA DATE: May 21, 2019

TITLE: PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL CHARGES FOR FISCAL YEAR 2019/20 (ZONE S)

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Conduct a Public Hearing to consider continuing the current Zone S Moreno Valley Community Services District annual parcel charges as proposed for Fiscal Year 2019/20.
2. Adopt Resolution No. CSD 2019-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Maximum and Applied Rate for Providing Zone S (Sunnymead Boulevard Maintenance) Services During Fiscal Year 2019/20, and Calculation Thereof.
3. Authorize the Chief Financial Officer to adjust the proposed charges in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied rate does not exceed the maximum rate, and is in compliance with the formation documents for Zone S.

SUMMARY

This report recommends the Board of the Moreno Valley Community Services District ("CSD Board") conduct a Public Hearing and consider adoption of the proposed

resolution, which authorizes the levy of parcel charges (Zone S – Sunnymead Boulevard Maintenance) on the fiscal year (FY) 2019/20 property tax roll.

The FY 2019/20 proposed parcel charges are a continuation of the parcel charges currently levied on the property tax bills. The maximum parcel charges are proposed to increase only by the annual inflationary adjustment, as previously approved by the property owners. The applied parcel charges are not proposed to increase beyond the maximum parcel charge.

Revenue received from the parcel charges fund the cost of ongoing maintenance of certain public landscape areas (Zone S). Funds collected for Zone S are restricted and can only be used within Zone S to provide the maintenance of certain public landscaping on Sunnymead Boulevard. The Finance Subcommittee was scheduled to review the proposed FY 2019/20 maximum and applied parcel charges at its March 26, 2019 meeting.

DISCUSSION

The CSD was formed simultaneously with City incorporation to provide a variety of benefit services. Zones within the CSD were established to allocate costs to those parcels that receive benefit from the services provided. Property owners of benefitting parcels in the zones pay a parcel charge as part of their annual property tax bill, which is used to fund the cost of maintaining public landscaping. Specifically, Zone S was established to fund the maintenance of certain improvements on Sunnymead Boulevard.

Prior to levying the parcel charges onto the property tax roll each year, the CSD Board must conduct a Public Hearing (Government Code Section 61115) to receive public input on the proposed levy. Approval of the attached resolution (Attachment 1) will set the maximum and applied parcel rate for Zone S and authorize the County to levy the parcel charges on the FY 2019/20 property tax roll.

The FY 2019/20 proposed maximum rate was calculated by applying an inflationary adjustment based on the Consumer Price Index (3.24%) to the FY 2018/19 maximum rate. The applied rate is used to calculate the parcel charge actually levied on the property tax roll. It is the amount necessary to fund the purpose of the zone, including administration and reserves, for the upcoming fiscal year.

An individual analysis of the landscape area, its current service level, projected expenses, estimated fund balance, and assigned reserve levels was completed to determine the FY 2019/20 proposed applied rate. The proposed applied rate does not exceed the proposed maximum rate.

The Annual Levy Report (“Report”) describes Zone S, including the services funded, the method of calculation of the parcel charges, the annual budget and the improvements, the maximum and applied parcel charge proposed for each parcel, and an update on the Zone for the current fiscal year. A boundary map is included as Attachment 2 and

included in Appendix C of the Report. The Report is on file in the office of the Secretary of the CSD Board (City Clerk) and is accessible from the City's website (www.moval.org/sf).

The level of landscape maintenance provided for Zone S is based on its financial resources. At the time the City accepts an area's public landscaping for maintenance, the parcel charge is set at a rate sufficient to fund the City's standard frequency of services, Level 1 (4-week rotation). For those areas where costs to maintain the landscaping have increased and the property owners have not approved a mail ballot proceeding to increase the parcel charge to fund those increases, the services have been reduced consistent with available funding. The current service level for landscape maintenance is Level 1. Additional information is included in Appendix D of the Report.

This action meets the Strategic Plan Priorities by providing the financial resources to manage and maximize Moreno Valley's public infrastructure to ensure an excellent quality of life.

ALTERNATIVES

1. Conduct the Public Hearing and approve the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow for collection of revenue necessary to fund the programs and services the CSD zone was created to provide.*
2. Conduct the Public Hearing and do not approve the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it may prevent the City from levying the FY 2019/20 parcel charges and collecting the funding to support the programs and services the CSD zone was created to provide.*
3. Open the Public Hearing but continue consideration of the remaining recommendations to a future regular City Council meeting. *Staff does not recommend this alternative as it may prevent the City from meeting the County's deadline to include the parcel charges on the 2019/20 property tax roll.*

FISCAL IMPACT

Property owners pay the CSD parcel charges as a part of their annual property tax bill. The parcel charge, including an inflationary adjustment, has been approved by the property owners through prior proceedings. Funds received for the benefit of Zone S are restricted and can only be used to fund the operation of that zone. The table below provides a summary of the proposed rates for FY 2019/20. Detail of the proposed maximum and applied parcel charges is included in the Report.

Community Services Districts (Zone S)								
Proposed Annual Parcel Charges ¹ for Fiscal Year 2019/20								
Zone	Estimated Parcel Count	Charge Category	FY 2018/19		FY 2019/20		Change in Applied Rate	Annual Adjustment to Max Rate ¹
			Maximum Annual Rate	Applied Annual Rate	Maximum Annual Rate	Applied Annual Rate		
S	131	Per front linear foot	\$3.240000	\$3.240000	\$ 3.340000	\$ 3.340000	\$ 0.100000	3.24%

¹ Annual adjustment approved by property owners. Based on percentage change calculated for the prior year in the Los Angeles-Long Beach-Anaheim Regional Consumer Price Index (index approved by the property owners)(CPI), as published by the Department of Labor's Bureau of Labor Statistics. 3.24% CPI applied to FY 2018/19 maximum rate to determine FY 2019/20 maximum rate.

The following table provides the total projected applied parcel charge revenue for Zone S. Revenue projections are included in the City's FY 2019/20 adopted Operating Budget.

District	Description	Proposed Applied Revenue
Zone S	Maintenance of certain Sunnymead Blvd improvements	\$ 63,572.32

NOTIFICATION

On April 30, 2019, the property owners were mailed a courtesy notification of the Public Hearing. A Notice of Public Hearing was published in The Press-Enterprise on May 2 and 9, 2019.

PREPARATION OF STAFF REPORT

Prepared By:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Michael L. Wolfe, 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.

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

ATTACHMENTS

- 1. Resolution Approving Annual Levy for CSD Zn S
- 2. Boundary Map - Zone S

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/09/19 9:53 AM
City Attorney Approval	<u>✓ Approved</u>	5/14/19 11:17 AM
City Manager Approval	<u>✓ Approved</u>	5/14/19 4:15 PM

RESOLUTION NO. CSD 2019-__

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE MAXIMUM AND APPLIED RATE FOR PROVIDING ZONE S (SUNNYMEAD BOULEVARD MAINTENANCE) SERVICES DURING FISCAL YEAR 2019/20, AND CALCULATION THEREOF

WHEREAS, the Moreno Valley Community Services District (the "CSD") provides improvements for and maintenance of certain parkway and median landscaping and improvements within Zone S along Sunnymead Boulevard, from Frederick Street to Perris Boulevard that were installed in participation with the City of Moreno Valley ("City") and the former Community Redevelopment Agency of the City and provides funding for such services through the collection of CSD Zone S parcel charges from benefitting assessable parcels within Zone S; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general property taxes collected by the County for the benefit of the CSD; and

WHEREAS, the City Council, acting in its capacity as Board of Directors for the CSD ("CSD Board"), has determined that it is in the best interest of the CSD to have its charges for Zone S (Sunnymead Boulevard Maintenance) services be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation of the rate, including a Consumer Price Adjustment (CPI) adjustment as previously approved by the property owners, and application of the charge for each assessable parcel of real property within CSD Zone S will provide the necessary and equitable revenue stream to fund ongoing maintenance of certain improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard by the CSD for fiscal year (FY) 2019/20; and

WHEREAS, a report identifying each assessable parcel of real property subject to the rate and the amount of the calculated charge which is to be levied against each such parcel for FY 2019/20 (the "Report") is on file in the Office of the Secretary to the CSD (City Clerk), available for public inspection, and incorporated herein by reference; and

WHEREAS, notice of the filing of the Report, and of a hearing thereon, has been given as required by law; and

WHEREAS, the CSD Board has held said hearing, at which time all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any.

1
Resolution No. CSD 2019-__
Date Adopted: May 21, 2019

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report is approved as filed, as the Report may have been modified by order of the CSD Board.
3. Maximum and Applied Rate. The maximum and applied rate for FY 2019/20 to defray the costs of ongoing maintenance of certain improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard within Zone S is \$3.34 per front linear foot.
4. Confirming the Charges. The maximum and applied rate is hereby confirmed for each assessable parcel of real property within CSD Zone S, as set forth in the Report.
5. Collection of Charges. The charges set forth in the Report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charges that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 p.m. on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid. Notwithstanding anything to the contrary, in no event shall the total penalties, including any original delinquency fees, delinquency penalties, and interest thereon exceed the maximum amount permitted by law.
6. Modifications. The City's Chief Financial Officer is authorized to adjust the parcel charges levied on the property tax roll in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied rate does not exceed the maximum rate and is in compliance with the formation documents of Zone S.
7. Provision of Services. Nothing in this description of services or any Resolution or Ordinance of the CSD Board shall be construed as committing the CSD to provide all of the proposed services. The provision of services shall be subject to the availability of sufficient funding through the collection of parcel charge revenue within Zone S.
8. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or

2

Resolution No. CSD 2019-____
Date Adopted: May 21, 2019

applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the CSD Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

- 9. Certified Copy. The Secretary of the CSD is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the charge.
- 10. Certification. The Secretary of the CSD shall certify to the adoption of this Resolution.
- 11. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 21st day of May, 2019.

By:
 Acting in the capacity of President of the
 Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
 Secretary of the Moreno Valley
 Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
 of General Counsel of the Moreno
 Valley Community Services District

3
 Resolution No. CSD 2019-____
 Date Adopted: May 21, 2019

Attachment: Resolution Approving Annual Levy for CSD Zn S (3586 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2019-__ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 21st day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

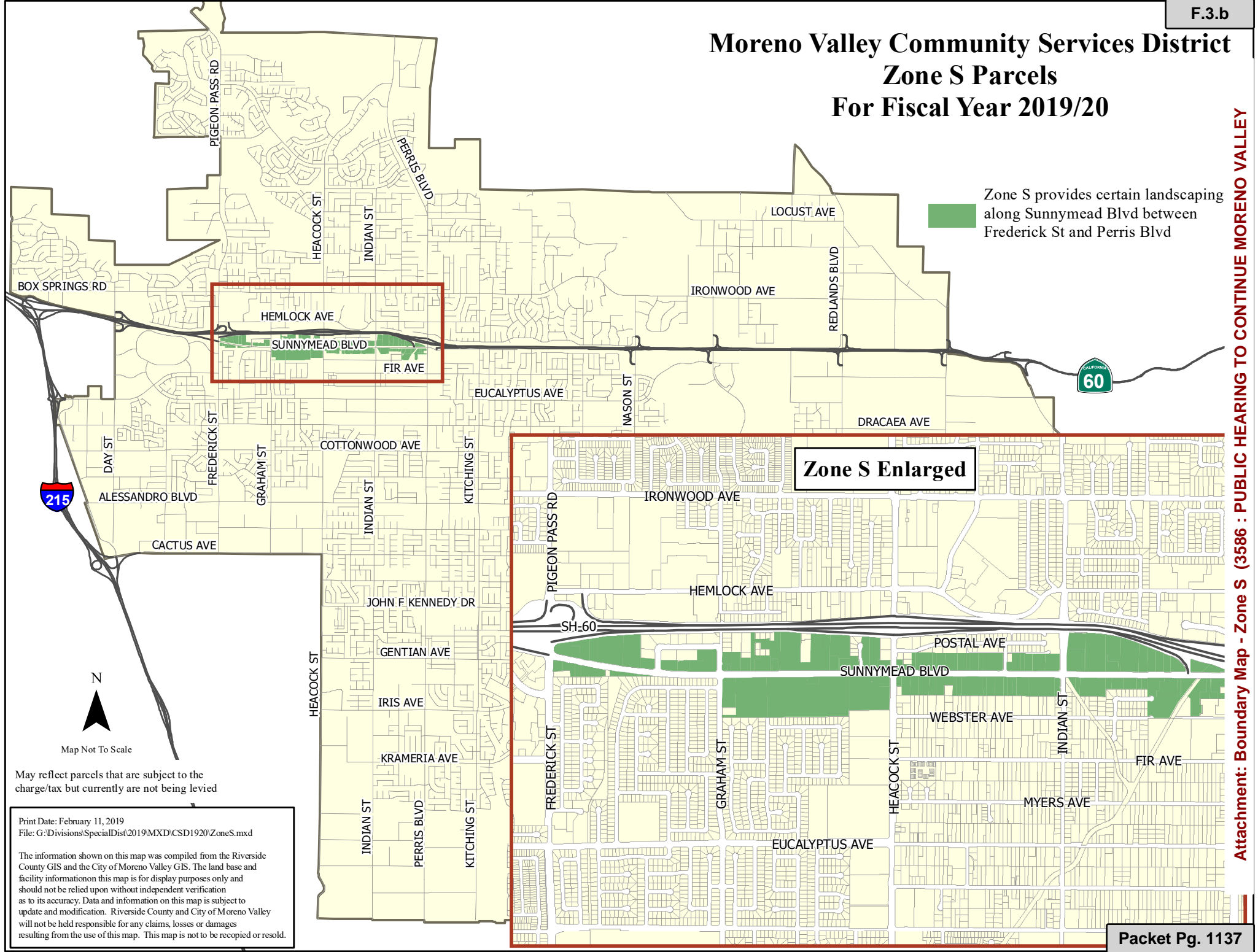
SECRETARY

(SEAL)

Resolution No. CSD 2019-__⁴
Date Adopted: May 21, 2019

Attachment: Resolution Approving Annual Levy for CSD Zn S (3586 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

Moreno Valley Community Services District Zone S Parcels For Fiscal Year 2019/20



Zone S provides certain landscaping along Sunnymead Blvd between Frederick St and Perris Blvd

Zone S Enlarged

May reflect parcels that are subject to the charge/tax but currently are not being levied

Print Date: February 11, 2019
File: G:\Divisions\SpecialDist\2019\MXD\CSD1920\ZoneS.mxd

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



Report to City Council

TO: Mayor and City Council

FROM: Richard J. Sandzimier, Community Development Director
Steve Alvarado,

AGENDA DATE: May 21, 2019

TITLE: PUBLIC HEARING FOR DELINQUENT NUISANCE
ABATEMENTS CODE AND NEIGHBORHOOD SERVICES

RECOMMENDED ACTION

Recommendation:

1. Conduct a public hearing and accept public testimony on delinquent nuisance abatement accounts.
2. Adopt Resolution No. 2019-XX. A Resolution of the City Council of the City of Moreno Valley, California, confirming Statements of Costs against real properties located in the City of Moreno Valley for the abatements of public nuisances, and directing that said Statements of Costs constitute a lien upon said properties.
3. Approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the Fiscal Year (FY) 2018/2019 Riverside County property tax roll for collection. A publication of the aforementioned has been posted for public review.
4. Direct the City Clerk to file with the Riverside County Assessor's office a certified copy of Resolution No. 2019-XX and the Property Assessment List as required by Section 6.04.120 of the City of Moreno Valley Municipal Code.

SUMMARY

In 2018, the Code and Neighborhood Services Division performed a number of public nuisance abatements to remove hazardous and other nuisance conditions from properties in the City. After having been served with a "Notice to Abate" and given a reasonable time for compliance, some property owners failed to voluntarily abate the conditions.

This report recommends that the City Council convene a public hearing to consider staff recommendations to adopt the proposed Resolution of the City Council of the City of Moreno Valley, confirming assessments on certain real properties and approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the FY 2018/2019 Riverside County property tax roll for collection.

DISCUSSION

In 2018, the Code and Neighborhood Services Division performed public nuisance abatements to remove hazardous and other nuisance conditions from various properties in the City. After having been served with a “Notice to Abate” and given a reasonable time for compliance, some of the property owners failed to voluntarily abate the conditions.

After an initial inspection has occurred and the Municipal Code violations have been verified, any non-compliant property owners will receive a Notice to Abate and be given up to 10 days to correct the violation(s). After the specified compliance date, a second inspection will occur to confirm if the property remains in violation.

In some cases, pursuant to Moreno Valley Municipal Code § 6.04.110, Emergency Abatement, emergency conditions have been abated in accordance with provisions set forth in the City Municipal Code without adhering to the provisions referenced in the abatement notification procedures. Such emergencies can include, but are not limited to, the pumping and securing of accessible pools with stagnant water, securing open and accessible buildings, extreme fire hazard conditions, and other similar nuisance conditions that constitute an immediate danger to life or property.

Once the allowed period of time has passed as identified in the notice, per Municipal Code Section 6.04, the property that has not been brought into compliance can be scheduled for abatement by a City contractor. This Section of the Municipal Code further contains provisions that allow the City to recover costs associated with said abatements.

By regular mail, a Statement of Costs was mailed to the legal owner of record for each property requiring abatement action. Property owners were invoiced for all costs associated with the City-performed abatement action. Staff recommends that the City Council authorize the placement of the unpaid abatement costs as a special assessment (tax lien) against the properties.

The Property Assessment List for general nuisance abatements is hereby submitted for review and consideration by the City Council.

The County of Riverside equalized tax assessment roll was used to determine property ownership. A summary of the abatement is included in each Statement of Cost along with the property owner’s name(s), property description, and an itemized list of charges

and costs for the abatement action. A copy will remain on file in the Community Development Department.

The Property Assessment List is a current listing of unpaid abatement costs incurred during 2018. Costs approved by the City Council Resolution presented will result in a special assessment and will become a levy on the FY 2018/2019 tax bill for each respective property if not paid directly to the City by July 1, 2019. The Notices of Special Assessment will be recorded at the Riverside County Recorder’s Office following approval by the City Council.

ALTERNATIVES

- 1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative which will facilitate cost recovery for those costs incurred by the City.*
- 2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will result in the cost for contract abatement work to be covered by the City.*

FISCAL IMPACT

Adoption of the resolution would facilitate cost recovery for those costs incurred by the City for public nuisance and hazard reduction work performed as outlined in the Property Assessment List that is attached to the proposed Resolution as Exhibit A.

As detailed in the Property Assessment List, the costs incurred by the City for contractual abatements are outlined below. An additional fixed \$16.00 Special Districts Administration (S.D.A.) charge will be added for each property assessment at the time the assessment is placed on the County of Riverside Tax Roll for FY 2019/2020.

Code and Neighborhood Services Division

Contractual, Inspection, and Administrative	\$61,327.10
S.D.A. Fixed Charge Fee: (17 @ \$16.00 each)	<u>\$272.00</u>
Total:	\$61,599.10

The Property Assessment List, as approved by City Council, is subject to amendment as necessary to reflect any payments subsequently received from property owners. Costs not paid in full by July 1, 2019, will be processed as special assessments and cost recovery will occur through the payment of taxes. The Statements of Costs and Notices of Special Assessment for each property shall remain on file in the Community Development Department. If payment, or partial payment, is received from property owners, that portion of the Exhibit(s) will be revised as appropriate.

NOTIFICATION

Moreno Valley Municipal Code Section 6.04.080 – Notification of Nuisance provides that written notice of nuisance conditions may be given to property owners in the following manner:

By regular mail addressed to the owner on record or person in charge and control of the property; date of inspection; at the address shown on the last available equalized assessment roll of the County of Riverside; or as otherwise known, by posting a “Notice to Abate” on the property where the nuisance condition(s) exists thereby allowing reasonable time limit to comply based on the nature of the nuisance; code sections violated; name of enforcement officer and the notice of the right to appeal.

Notification of hazardous and other nuisance conditions was specifically met by:

1. Posting the property with a “Notice to Abate.”
2. Mailing a “Notice to Abate” to property owner by regular mail.
3. Telephone contact with property owner and for vacant properties, the mortgage holder, when possible (i.e., phone number on file).

Furthermore, the Code and Neighborhood Services Division mailed a Statement of Cost to each property owner in May 2019 indicating the amount owed for the nuisance abatement services performed by the City as well as the date of the City Council meeting at which this Public Hearing would occur. An official list of the submitted delinquent accounts was submitted to Special Districts and indicates the maximum charges which can be placed on the property tax roll for FY 2019/2020.

PREPARATION OF STAFF REPORT

Prepared By:

Department Head Approval:
Richard J. Sandzimier
Community Development Department Director

Steve Alvarado
Division Manager
Code & Neighborhood Services

CITY COUNCIL GOALS

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

Public 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

Objective 1.1: Proactively attract high-quality businesses.

Objective 1.2: Market all the opportunities for quality industrial development in Moreno Valley by promoting all high-profile industrial and business projects that set the City apart from others.

Objective 1.3: Promote local hiring through the expansion of local, quality, high paying jobs, and workforce development efforts.

Objective 1.4: Promote the development of the Medical Corridor along Nason Street to meet health care demands for residents of Moreno Valley and the region, bring quality jobs, and create business opportunities for ancillary support businesses in the health care industry.

Objective 1.5: Showcase Moreno Valley’s unique assets.

Objective 1.6: Establish Moreno Valley as the worldwide model in logistics development.

ATTACHMENTS

- 1. Public Hearing Notice for Nuisance Abatement Accounts _Press Enterprise
- 2. PAL Log
- 3. Resolution 2019-XX_City Council_042219

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/13/19 7:23 AM
City Attorney Approval	<u>✓ Approved</u>	5/14/19 2:30 PM
City Manager Approval	<u>✓ Approved</u>	5/14/19 4:09 PM

NOTICE OF PUBLIC HEARING
CITY COUNCIL OF THE CITY OF MORENO VALLEY

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the City Council of the City of Moreno Valley on Tuesday, May 21, 2019 at 6:00 P.M. at the City Hall Council Chambers, 14177 Frederick Street, Moreno Valley, California, to consider the following item:

PUBLIC HEARING FOR DELINQUENT NUISANCE ABATEMENT ACCOUNTS

A copy of the proposed Property Assessment Log will be available for public inspection in the Office of the City Clerk, 14177 Frederick Street, Moreno Valley, California.

Dated: 05/01/19

Steve Alvarado
Code & Neighborhood Services Division Manager
Community Development Department
City of Moreno Valley

START DATE: 1/1/18
 END DATE: 12/31/18

**2018 Property Abatement List (PAL)
 FY19/20 Tax Year**

Council Mtg: May 21, 2019
 Code & Neighborhood Services Division

APN	Owner	Property Address	Owner Mailing Address	Abate Date	Summary of Work	Contractor Costs	Admin Fee	SubTotal	S.D. Fee	Total	Date Paid by Property Owner	Additional comments:	Notice of Non Compliance	STMT OF COSTS: OWNER LETTER	Lien Release
291-191-021	ALIENE KOTERWAS	13965 PEPPER ST., MORENO VALLEY, CA 92553	13965 PEPPER ST MORENO VALLEY, CA 92553	02/12/2018	Boardup Structure & Remove Junk/Trash/Debris	\$ 4,614.10	\$ 255.00	\$ 4,869.10	\$ 16.00	\$ 4,885.10			?		
292-212-005	EDGAR HERNANDEZ	12178 ZINNIA ST., MORENO VALLEY, CA 92557	12178 ZINNIA ST MORENO VALLEY, CA 92557	03/22/2018	Boardup, Install Fencing & Remove Junk/Trash/Debris	\$ 2,888.50	\$ 255.00	\$ 3,143.50	\$ 16.00	\$ 3,159.50		Non Comp. Recorded 3/20/18, Document no. 2018-0104233	03/20/2018		
292-032-011	JURUPA LAND & INV INC	VACANT LAND	8865 AIRPORT DR RIVERSIDE, CA 92504	04/10/2018	Remove Junk/Trash/Debris & Cut Trees	\$ 8,572.81	\$ 255.00	\$ 8,827.81	\$ 16.00	\$ 8,843.81		Non Comp. Recorded 4/19/18, Document no. 2018-0149555	04/18/2018		
312-181-004	WELLS FARGO BANK	16792 HOLLYHOCK DR., MORENO VALLEY, CA 92551	3501 IRVINE CENTER DR IRVINE, CA 92618	06/20/2018	Remove dead vegetation and debris	\$ 450.00	\$ 255.00	\$ 705.00	\$ 16.00	\$ 721.00		Non Comp., Recorded 5/18/17, Document no. 2017-0199003	05/18/2017		
264-151-020	JAMES FORD	11939 GRAHAM ST., MORENO VALLEY, CA 92557	2616 E 220TH PL LONG BEACH, CA 90810	07/02/2018	Boardup & secure structure	\$ 281.00	\$ 255.00	\$ 536.00	\$ 16.00	\$ 552.00		Lien Doc. Recorded 7/12/18, Document no. 2018-0281938	07/12/2018		
304-471-049	RIVERSIDE PUBLIC GUARDIAN, ESTER E ALVAREZ FAMILY TRUST	27656 ROCKWOOD AVE., MORENO VALLEY, CA 92555	3626 14th ST RIVERSIDE, CA 92501	11/07/2018	Secure front door	\$ 78.00	\$ 255.00	\$ 333.00	\$ 16.00	\$ 349.00		Non Comp. Recorded 11/7/18, Document no. 2018-0437771	11/07/2018		
308-252-027	MICHELLE LINDSEY	26743 PUEBLO VISTA WAY, MORENO VALLEY, CA 92555	26743 PUEBLO VISTA WAY MORENO VALLEY, CA 92555	08/10/2018	Board up front door	\$ 102.00	\$ 255.00	\$ 357.00	\$ 16.00	\$ 373.00			?		
308-252-027	MICHELLE LINDSEY	26743 PUEBLO VISTA WAY, MORENO VALLEY, CA 92555	26743 PUEBLO VISTA WAY MORENO VALLEY, CA 92555	08/19/2018	Board up Structure & remove vegetation	\$ 248.00	\$ 255.00	\$ 503.00	\$ 16.00	\$ 519.00			?		
482-372-002	JULIETTE MCCONICO	24233 MILLSAP DR, MORENO VALLEY, CA 92553	24233 MILLSAP DR MORENO VALLEY, CA 92553	10/02/2018	Pump Pool	\$ 379.00	\$ 255.00	\$ 634.00	\$ 16.00	\$ 650.00		Non Comp. Recorded 7/12/18, Document no. 2018-0281805	07/12/2018		
481-270-049	GIANNI-BEN BAKHTAR	12920 HEACOCK ST., MORENO VALLEY, CA 92553	3843 S BRISTOL ST., #180 SANTA ANA, CA 92704	07/16/2018	Board up Structure	\$ 1,022.00	\$ 255.00	\$ 1,277.00	\$ 16.00	\$ 1,293.00		Non Comp. Recorded 4/12/18, Document no. 2018-0142266	04/12/2018		
481-270-049	GIANNI-BEN BAKHTAR	12920 HEACOCK ST., MORENO VALLEY, CA 92553	3843 S BRISTOL ST., #180 SANTA ANA, CA 92704	07/17/2018	Remove Junk/Trash/Debris & Graffiti	\$ 539.81	\$ 255.00	\$ 794.81	\$ 16.00	\$ 810.81		Non Comp. Recorded 4/12/18, Document no. 2018-0142266	04/12/2018		
479-661-020	YVONNE ARGUELLES	25172 BRONZE DR., MORENO VALLEY, CA 92557	25172 BRONZE DR MORENO VALLEY, CA 92557	05/21/2018	Asbestos Inspection & Bulk Sampling	\$ 400.00	\$ 255.00	\$ 655.00	\$ 16.00	\$ 671.00		Non Comp. Recorded 1/5/18, Document No. 2018-0006765	01/05/2018		
479-661-020	YVONNE ARGUELLES	25172 BRONZE DR., MORENO VALLEY, CA 92557	25172 BRONZE DR MORENO VALLEY, CA 92557	08/24/2018	Demo structure & Install Fencing	\$ 18,075.28	\$ 255.00	\$ 18,330.28	\$ 16.00	\$ 18,346.28		Non Comp. Recorded 1/5/18, Document No. 2018-0006765	01/05/2018		
292-212-005	EDGAR HERNANDEZ	12178 ZINNIA ST., MORENO VALLEY, CA 92557	12178 ZINNIA ST MORENO VALLEY, CA 92557	05/21/2018	Asbestos Inspection & Bulk Sampling	\$ 400.00	\$ 255.00	\$ 655.00	\$ 16.00	\$ 671.00		Non Comp. Recorded 3/20/18, Document no. 2018-0104233	03/20/2018		
292-212-005	EDGAR HERNANDEZ	12178 ZINNIA ST., MORENO VALLEY, CA 92557	12178 ZINNIA ST MORENO VALLEY, CA 92557	07/16/2018	Demo structure & Install Fencing	\$ 18,546.60	\$ 255.00	\$ 18,801.60	\$ 16.00	\$ 18,817.60		Non Comp. Recorded 3/20/18, Document no. 2018-0104233	03/20/2018		
474-040-033	VANETTA & MICHAEL BRYANT	24860 MINERS VIEW, MORENO VALLEY, CA 92557	24860 MINERS VIEW LN MORENO VALLEY, CA 92557	07/25/2018	Bee removal	\$ 200.00	\$ 255.00	\$ 455.00	\$ 16.00	\$ 471.00		Non Comp. Recorded 8/9/18, Document no. 2018-0318556	08/08/2018		
487-493-019	BONNIE LEHMANN	26124 WINDEMERE WAY, MORENO VALLEY, CA 92555	26124 WINDEMERE WAY MORENO VALLEY, CA 92555	12/04/2018	Board up window	\$ 195.00	\$ 255.00	\$ 450.00	\$ 16.00	\$ 466.00		Non Comp. Recorded 12/5/18, Document no. 2018-0473585	12/05/2018		
TOTAL:						\$ 56,992.10	\$ 4,335.00	\$ 61,327.10	\$ 272.00	\$ 61,599.10					

Attachment: PAL Log (3560 : PUBLIC HEARING FOR DELINQUENT NUISANCE ABATEMENT)

RESOLUTION NO. 2019-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CONFIRMING STATEMENTS OF COSTS AGAINST REAL PROPERTY LOCATED IN THE CITY OF MORENO VALLEY, FOR THE ABATEMENTS OF PUBLIC NUISANCES AND DIRECTING THAT SAID STATEMENTS OF COSTS CONSTITUTE A LIEN UPON SAID PROPERTIES

WHEREAS, pursuant to the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, the City of Moreno Valley, State of California, in order to protect and preserve the public health, safety and general welfare, has conducted and completed the abatement of certain public nuisances on real properties located within the City of Moreno Valley, State of California, which were not abated by the property owners upon reasonable notice by the City; and

WHEREAS, all of the procedural steps have been complied with by the City in accordance with the requirements of City of Moreno Valley Municipal Code Chapter 6.04; and

WHEREAS, in accordance with the provisions of the City of Moreno Valley Municipal Code Section 6.04.120, Statements of Costs and notices of this hearing have been served on the property owners and/or other responsible parties; and

WHEREAS, having received and considered said Statements of Costs and having conducted the required hearing for protests and objections by those property owners.

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

1. That the Statements of Costs, Notice of City Council Meeting, and Notices of Special Assessments, copies of which are on file in the Community Development Department, Code and Neighborhood Services Division, and incorporated herein by this reference, are confirmed.
2. That the Property Assessment List and respective amounts of costs contained therein, attached hereto as Exhibit A and incorporated by this reference, is also confirmed.
3. That the Notices of Special Assessments shall be recorded with the Riverside County Recorder's Office and copies transmitted to the Assessor and Tax Collector of the County of Riverside and after recordation shall constitute special assessments against the property to which they relate, and shall constitute liens on the property in the amount of the assessment to be added to the tax bill next levied against the property.

1
Resolution No. 2019-____
Date Adopted:

APPROVED AND ADOPTED this day of , 2019.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Resolution 2019-XX_City Council_042219 (3560 : PUBLIC HEARING FOR DELINQUENT NUISANCE ABATEMENT)

Resolution No. 2019-____²
Date Adopted:

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. 2019-___ 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 , 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Resolution 2019-XX_City Council_042219 (3560 : PUBLIC HEARING FOR DELINQUENT NUISANCE ABATEMENT)

Resolution No. 2019-___³
Date Adopted:



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 21, 2019

TITLE: STATE ROUTE 60/WORLD LOGISTICS CENTER
PARKWAY INTERCHANGE - PROJECT NO. 801 0052

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Authorize the identification of Alternative 6 as the locally-preferred alternative in the Draft Initial Study/Environmental Assessment for the project;
2. Authorize the location change of the “gateway interchange” designation to SR-60/World Logistics Center Parkway and authorize the Public Works Director/City Engineer to amend the *Route 60 Corridor Master Plan for Aesthetics and Landscaping*;
3. Certify that the proposed declassification of landmark status and renaming of Theodore Street from State Highway Route 60 north to Hemlock Avenue has been determined to be exempt as defined under State California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), the General Rule “Common Sense” Exemption, in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment;
4. Approve Resolution No. 2019-XX: A Resolution of the City Council of the City of Moreno Valley, California, approving the extension of the declassification of landmark status for the name Theodore Street for that portion of the arterial from State Highway Route 60, north to Hemlock Avenue and approving the name change to World Logistics Center Parkway (WLC Parkway);
5. Authorize the Mayor to sign a letter to Caltrans requesting incorporation of the name change on the freeway signs; and

6. Direct staff to implement the name change in a cost effective manner.

SUMMARY

This report addresses multiple topics related to the SR-60/WLC Parkway Interchange: (1) the identification of a locally-preferred alternative prior to the public circulation of the Draft Initial Study/Environmental Assessment for the State Route 60/World Logistics Parkway Center Interchange project; (2) changing the location of the “gateway interchange” designation from Gilman Springs Road to World Logistics Center Parkway in the *Route 60 Corridor Master Plan for Aesthetics and Landscaping*; (3) general project update; and (4) extension of the declassification of landmark status of Theodore Street from State Highway Route 60 north to Hemlock Avenue and renaming of that segment to World Logistics Center Parkway.

DISCUSSION

Identification of a Locally-Preferred Alternative – The City and Caltrans District 8 have been working cooperatively to study alternatives to improve the State Route 60 (SR-60)/World Logistics Center Parkway (WLC Parkway) (formerly Theodore Street) interchange. The project has been progressing through the Project Approval/Environmental Document (PA/ED) phase, and is now preparing to complete its Draft Initial Study/Environmental Assessment (IS/EA) for public circulation. Caltrans serves as the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) Lead Agency. The City’s role is the Responsible Agency. The project team is finalizing the applicable technical studies, the IS/EA, and is in a position to compare project alternatives. Since 2013, a project development team (PDT) of Caltrans, City, consultants, and specialists have developed, refined, and solicited feedback on the project alternatives. The alternatives have been through extensive technical reviews including an Intersection Control Evaluation (ICE) workshop conducted with roundabout specialists. The City now has the opportunity to identify a locally preferred alternative, although it is not required. The following is the stated purpose of the project:

Purpose

- Provide increased interchange capacity, reduce congestion, and improve traffic operations to support the forecast travel demand for the 2045 design year;
- Improve existing and projected interchange geometric deficiencies; and
- Accommodate a multimodal facility that is harmonious with the community and preserves the values of the area.

Proposed Alternatives

Viable alternatives analyzed are Alternative 2, modified partial cloverleaf, and Alternative 6, modified partial cloverleaf with roundabouts. Alternatives 3, 4, 5, and 7

were rejected earlier in the PA/ED process, as they did not meet the purpose and need. Alternatives 2 and 6 have similar configurations as follows (see Attachments 1 and 2):

- Reconfigure the westbound and eastbound on- and off-ramps to SR-60;
- Replace the existing WLC Parkway overcrossing bridge with an expanded overcrossing that meets minimum standard vertical clearance;
- Add eastbound and westbound auxiliary lanes on SR-60;
- Reconstruct WLC Parkway, Eucalyptus Avenue, and Theodore Street north of SR-60 to join existing vertical and horizontal grades.

Alternatives 2 and 6 differ in the following ways:

- Alternative 2 has an additional eastbound loop on-ramp
- Alternative 2 has three signalized intersections that control traffic along WLC Parkway, requiring a wider roadway
- Alternative 2 has a wider bridge due to wider roadway
- Alternative 6 has three modern roundabouts as intersection controls along WLC Parkway

Alternatives 2 and 6 also have design variations, which are studied alignments for the purpose of future options. The design variations realign Eucalyptus Avenue west of WLC Parkway to join WLC Parkway approximately 900 feet south of the existing Eucalyptus Avenue/WLC Parkway intersection. The City Council approved an agreement amendment with the consulting engineering firm to study the variations at the February 6, 2018 Council meeting. Variations are not required to be selected at this time, but are carried forward as options.

Comparison of Alternatives and Identification of Locally-Preferred Alternative

From a traffic operations perspective, Alternative 6 would result in lower average delays than Alternative 2. The three roundabouts in Alternative 6 would replace planned traffic signals. Modern roundabouts improve air quality through decreased vehicle idling, enhance overall traffic safety by reducing the number of vehicle conflict points and travel speeds, and decrease on-going maintenance costs. Both alternatives are compatible with the approved Circulation Plan dated May 18, 2015. From an environmental perspective, Alternatives 2 and 6 are similar in their physical area. Alternative 6 has a slightly increased physical impact area due to the roundabouts' increased size over conventional intersections. However, this is partially offset by Alternative 2's increased roadway and bridge width between the two signalized ramp/WLC Parkway intersections. The design variation for Alternative 6 impacts one residence where the other alternative/variation does not. For both Alternatives 2 and 6, all identified environmental impacts have appropriate mitigation measures. Total

estimated construction and right-of-way costs have been calculated, and Alternative 2 is approximately \$7 million more than Alternative 6.

City Council may identify a locally-preferred alternative prior to public circulation in order to disclose preference for one alternative over another, record consideration of the topic, and/or provide an opportunity for discussion. If approved by City Council, the identified alternative will be stated in the Draft IS/EA as the locally-preferred alternative. It is not considered a final decision, but it discloses the City's opinion. It provides the public the opportunity to comment on the opinion. Once the Draft IS/EA is finalized, the PDT will consider comments and select a preferred alternative, per Caltrans' procedures.

If a locally-preferred alternative is identified, staff recommends identifying Alternative 6 for the following reasons:

- Lower average traffic delays
- Enhanced traffic safety
- Less air quality and noise impacts
- Lower total cost
- Compatibility with the approved Circulation Plan

Adjust Location of Gateway Interchange Designation from Gilman Springs Road to World Logistics Center Parkway – On September 28, 2010, City Council adopted the *Route 60 Corridor Master Plan for Aesthetics and Landscaping*. A copy of the report and Master Plan is included as Attachment 3. The Plan listed the interchanges at Gilman Springs Road and Day Street as locations for “gateway” aesthetic treatments based on entrance/exits to the City. These locations were intended to have a level of aesthetic treatment above that used at other City interchanges, consisting of enhanced fencing, decorative panels, abutment treatments, and other upgrades. Because SR-60/WLC Parkway is the easternmost interchange that is primarily within the City's jurisdiction and sphere of influence, staff recommends that the designation of “gateway” be changed from SR-60/Gilman Springs interchange to SR-60/WLC Parkway interchange. With City Council approval, staff will proceed with necessary changes to amend the Plan.

General Project Update – Caltrans and the City are working together to review and circulate the Draft IS/EA. It is currently scheduled for release in late summer 2019. A public meeting will be scheduled during the circulation period.

Part of the consulting firm's scope included environmental analysis of an undisturbed dirt area in the Badlands Landfill property as a mandatory material borrow site for cost saving reasons. As the team progressed with the analysis, they were able to reduce the volume of fill material needed for the interchange project, so that a mandatory source does not need to be identified at the PA/ED phase. The reduced need allows the Riverside County Department of Waste Resources to continue unimpeded with their

landfill expansion plans. In a future phase, the interchange project will reassess the material need and reevaluate availability of local sources.

Change Name of Theodore Street to World Logistics Center Parkway - This report recommends to amend the previously approved declassification of the “landmark” status of street name Theodore Street. The amendment is to include that portion of Theodore Street from the SR-60 freeway bridge north to Hemlock Avenue (approximately 1,200 linear feet) and to rename that portion of arterial to World Logistics Center Parkway (see map on Attachment 4 and proposed resolution as Attachment 5). Proposed Hemlock Avenue is the east-west arterial street immediately to the north of SR-60 per the City’s General Plan.

City Council had previously approved a similar action for the portion of Theodore Street from SR-60 south to Cactus Avenue and directed staff to implement the name change in a cost effective manner (see staff report in Attachment 6). Given the current demarcation for the approved name change from Theodore to WLC, Caltrans would require expensive revisions to the signage on SR-60. Staff has coordinated with Caltrans and has identified an alternative. The alternative is to rename an additional portion of Theodore Street from SR-60 north to Hemlock Avenue, which would significantly reduce the cost of the freeway signage upgrades required. The proposed change will extend the name change to WLC Parkway the required distance north of SR-60 in order for Caltrans to accept only one name (WLC Parkway) on the freeway signs. This specific action has not been reviewed by the Environmental and Historical Preservation Board (EHPB) as the EHPB has not met due to lack of a quorum. However, the EHPB reviewed the previous renaming action from SR-60 to Cactus Avenue. The remaining section of Theodore Street, from north of Hemlock Avenue to its northerly terminus, will remain as a designated historical name and landmark.

Through discussions at a staff level with Caltrans, they have identified one of their own projects that can be used to install the new freeway signs for WLC Parkway. Caltrans is changing the existing freeway guide signs at their expense as part of an ongoing sign replacement project for a larger segment of SR-60, which the City can take advantage of at no cost. Caltrans anticipates completing the design of their SR-60 sign project this year, with advertisement planned for 2020.

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 all the recommended actions as presented in this report. *This alternative will provide for maximum cost savings and efficiencies for the project and for the signing changes on the freeway.*

2. Approve and authorize recommended action item number one only, the identification of Alternative 6 as the locally-preferred alternative in the Draft IS/EA for the project. *Staff does not recommend this alternative as it will not allow for moving the gateway designation nor will it save costs of signing changes on the freeway.*
3. Approve and authorize recommended action item number two only, the location change of the “gateway interchange” designation to SR-60/World Logistics Center Parkway and the authority for the Public Works Director/City Engineer to amend the *Route 60 Corridor Master Plan for Aesthetics and Landscaping*. *Staff does not recommend this alternative as it will not identify a locally-preferred alternative nor will it save costs of signing changes on the freeway.*
4. Approve and authorize recommended action items three, four, five, and six, which are to certify that the declassification of landmark status and renaming of Theodore Street from State Highway Route 60 north to Hemlock Avenue has been determined to be exempt under CEQA, approve the associated resolution, authorize the Mayor to sign the letter, and direct staff to implement the name change. *Staff does not recommend this alternative as it will not identify a locally-preferred alternative nor will it change the location of the “gateway interchange” designation.*

FISCAL IMPACT

There is no fiscal impact associated with the recommended action items. The interchange project-related tasks are within the approved project budget and included in the approved CIP budget. For the street name change, assuming Council approves the proposed name change north of SR-60 to Hemlock Avenue, Caltrans has agreed to bear the freeway sign cost in one of their ongoing guide sign replacement projects. All other applicable local street name signs were changed to WLC Parkway after Council approved the initial name change in 2018.

NOTIFICATION

In accordance with Section 9.02.200 of the Municipal Code, a 1/8-page public notice (Attachment 7) was published in the Press Enterprise newspaper on May 3, 2019 for the May 21, 2019 public hearing. The same public notice and a map (Attachment 4) were sent to all property owners of record within 300 feet of the project site (parcels along Theodore Street) from SR-60 to the northerly terminus of Theodore Street on May 1, 2019. Any previous notification was superseded by the notification for the May 21, 2019 hearing.

PREPARATION OF STAFF REPORT

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

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

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

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

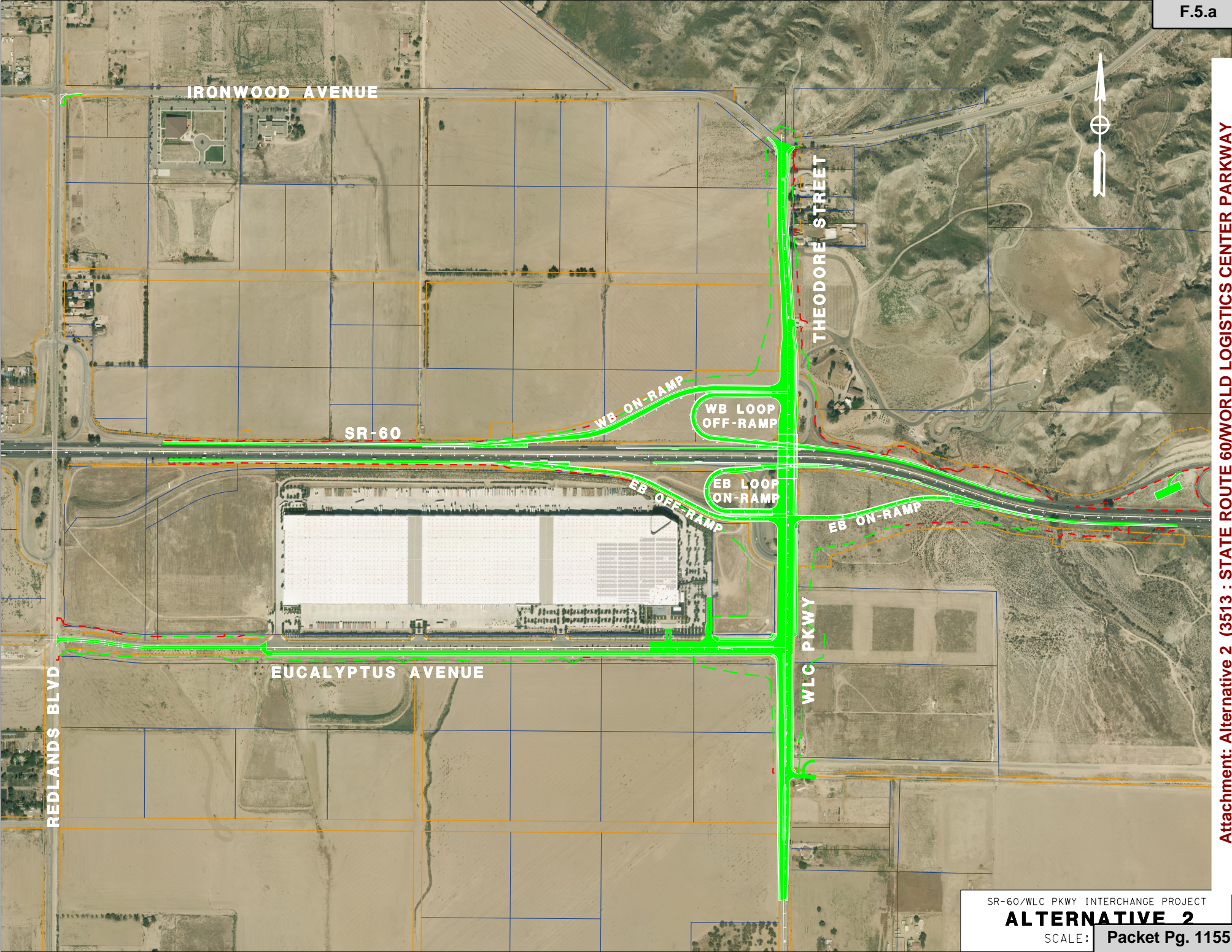
- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Alternative 2
- 2. Alternative 6
- 3. September 28, 2010 Report to City Council
- 4. Proposed Street Renaming Exhibit
- 5. Resolution No. 2019-XX
- 6. Feb 6, 2018 Report to City Council
- 7. Notice of May 21, 2019 City Council Public Hearing

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/08/19 7:52 AM
City Attorney Approval	<u>✓ Approved</u>	5/07/19 3:02 PM
City Manager Approval	<u>✓ Approved</u>	5/10/19 5:03 PM



IRONWOOD AVENUE

SR-60

THEODORE STREET

WB ON-RAMP

WB LOOP OFF-RAMP

EB LOOP ON-RAMP

EB ON-RAMP

WLC PKWY

EUCALYPTUS AVENUE

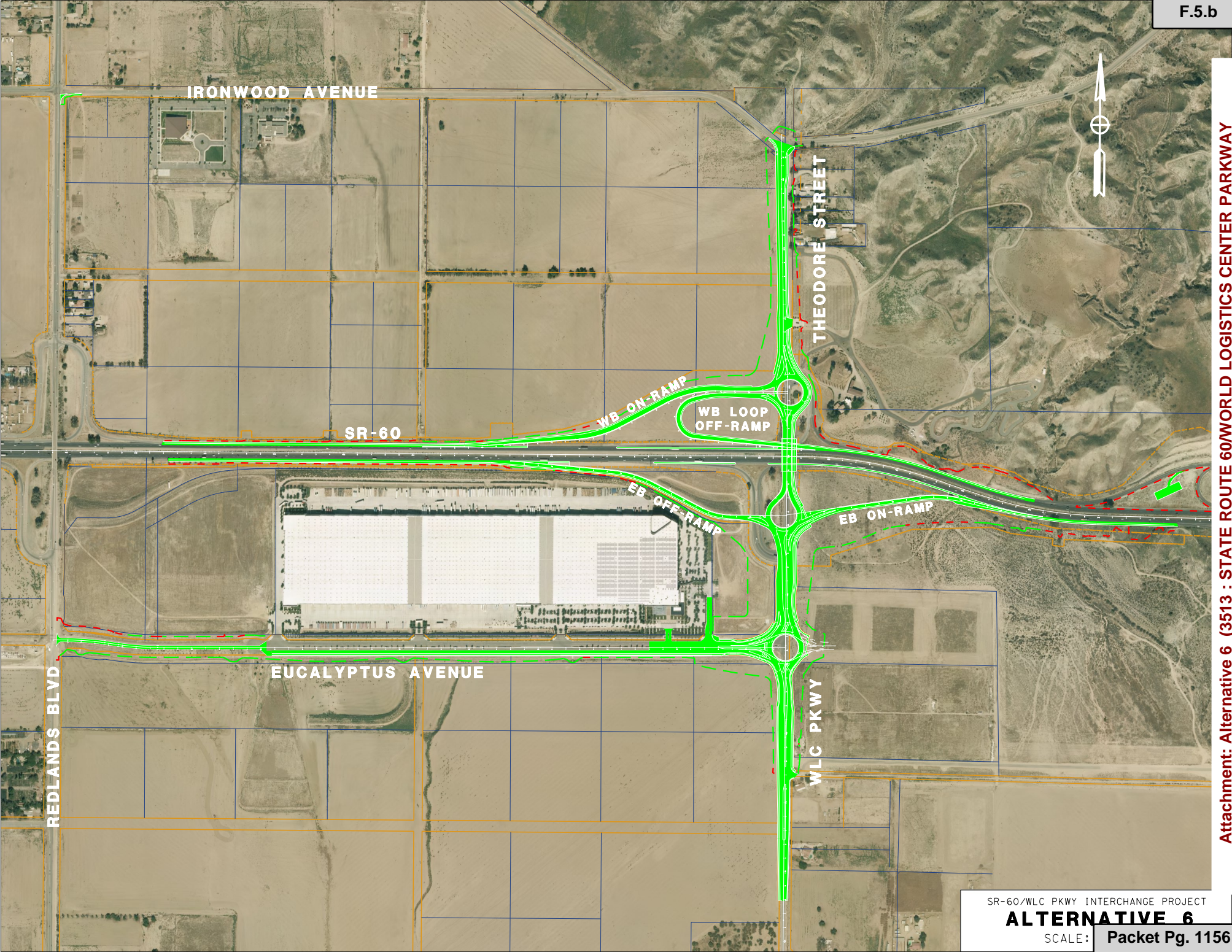
REDLANDS BLVD

SR-60/WLC PKWY INTERCHANGE PROJECT

ALTERNATIVE 2

SCALE: Packet Pg. 1155

Attachment: Alternative 2 (3513 : STATE ROUTE 60)WORLD LOGISTICS CENTER PARKWAY



IRONWOOD AVENUE

SR-60

THEODORE STREET

WB ON-RAMP

WB LOOP OFF-RAMP

EB OFF-RAMP

EB ON-RAMP

EUCALYPTUS AVENUE

REDLANDS BLVD

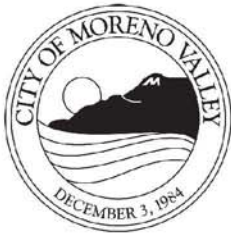
WLC PKWY

SR-60/WLC PKWY INTERCHANGE PROJECT

ALTERNATIVE 6

SCALE: Packet Pg. 1156

Attachment: Alternative 6 (3513 : STATE ROUTE 60)WORLD LOGISTICS CENTER PARKWAY



APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RW
CITY MANAGER	WDS

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: September 28, 2010

TITLE: ADOPTION OF ROUTE 60 CORRIDOR MASTER PLAN FOR AESTHETICS AND LANDSCAPING

RECOMMENDED ACTIONS

Staff recommends that the City Council:

Review and adopt the Route 60 Corridor Master Plan for Aesthetics and Landscaping prepared by Caltrans.

BACKGROUND

In 2005 Caltrans constructed a segment of carpool lanes on SR-60 between Day Street and Redlands Boulevard and worked with the City to incorporate aesthetic elements along walls within the project area and abutment walls at the Perris Boulevard undercrossing. These aesthetic elements were consistent with the City's adopted *Highway 60 Corridor Design Manual Landscape Guidelines*. The guidelines were used for landscape and hardscape improvements made by Caltrans on the 2005 project.

In May 2008 the City approached Caltrans with an opportunity to review existing aesthetic elements and develop a new Corridor Master Plan. This plan would address projects that are currently in the design phase, such as the Nason Street and Moreno Beach Drive interchange improvement projects, and future interchange projects at Redlands Boulevard, Gilman Springs Road, and Theodore Street. Future overcrossing projects at Indian Street (bridge replacement) and at Graham Street (new bridge) will also benefit from the Corridor Master Plan.

After considering several ideas for aesthetic themes at its December 18, 2008 Study Session, the City Council elected to use the City's seal on pilasters, the mountains from the City seal on abutments with colored pavers showing sweeping mountains around the bridge, and trees with birds soaring from the trees on visible sound walls and retaining walls.

On June 23, 2009 the City Council approved a Cooperative Agreement with Caltrans to develop a Corridor Master Plan to be used on the SR-60/Moreno Beach and SR-60/Nason interchanges and all future SR-60 projects within the City's jurisdictional boundaries. Funding for development of the Corridor Master Plan was also approved.

A summary of the draft Corridor Master Plan was presented to the City Council for review at its study session on March 16, 2010. Council members also discussed the applicability of the Master Plan to the I-215/Cactus Avenue interchange and decided to use the airplane theme developed for the March Air Reserve Base for the I-215/Van Buren Boulevard interchange.

DISCUSSION

Using the theme chosen by the City Council at its December 2008 study session and Council member feedback from the March 2010 study session, Caltrans worked with City staff to develop the final *Route 60 Corridor Master Plan for Aesthetics and Landscaping* for the City Council's consideration and adoption. The complete final plan is available for review in the office of the Public Works Director/City Engineer. Once the Master Plan is approved, the City will have a guideline to develop plans with input from Caltrans.

No further action is required by the Planning Commission or the City Council as the Municipal Code only requires Moreno Valley Freeway landscaping "as prescribed in guidelines established by the City of Moreno Valley."

ALTERNATIVES

1. Review and adopt the Route 60 Corridor Master Plan for Aesthetics and Landscaping prepared by Caltrans. *This alternative will allow the City and Caltrans to finalize and implement the Corridor Master Plan along the SR-60 corridor.*
2. Do not review and adopt the Route 60 Corridor Master Plan for Aesthetics and Landscaping prepared by Caltrans. *This alternative will delay implementation of the Corridor Master Plan for Aesthetics and Landscaping along the SR-60 corridor.*

FISCAL IMPACT

Funding for development of the SR-60 Corridor Master Plan will be shared equally between Caltrans and the City. The cost of developing the Corridor Master Plan was estimated to be \$100,000. The City contributed up to \$50,000 (\$25,000 each from the Nason and Moreno Beach projects, Account Nos. 897.91728 and 415.70024,

respectively). The State contributed up to \$50,000 and paid for any costs exceeding the estimated cost.

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.

SUMMARY

Using the theme selected by the City Council on December 18, 2008 and Council feedback obtained from the March 16, 2010 Study Session, Caltrans and City staff have developed the *Route 60 Corridor Master Plan for Aesthetics and Landscaping* to guide the aesthetics of new and retrofit construction in the SR-60 corridor over the next few years.

ATTACHMENT

Attachment “A” – Route 60 Corridor Master Plan for Aesthetics and Landscaping, August 2010

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

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Prem Kumar, P.E
Deputy Public Works Director/Assistant City Engineer

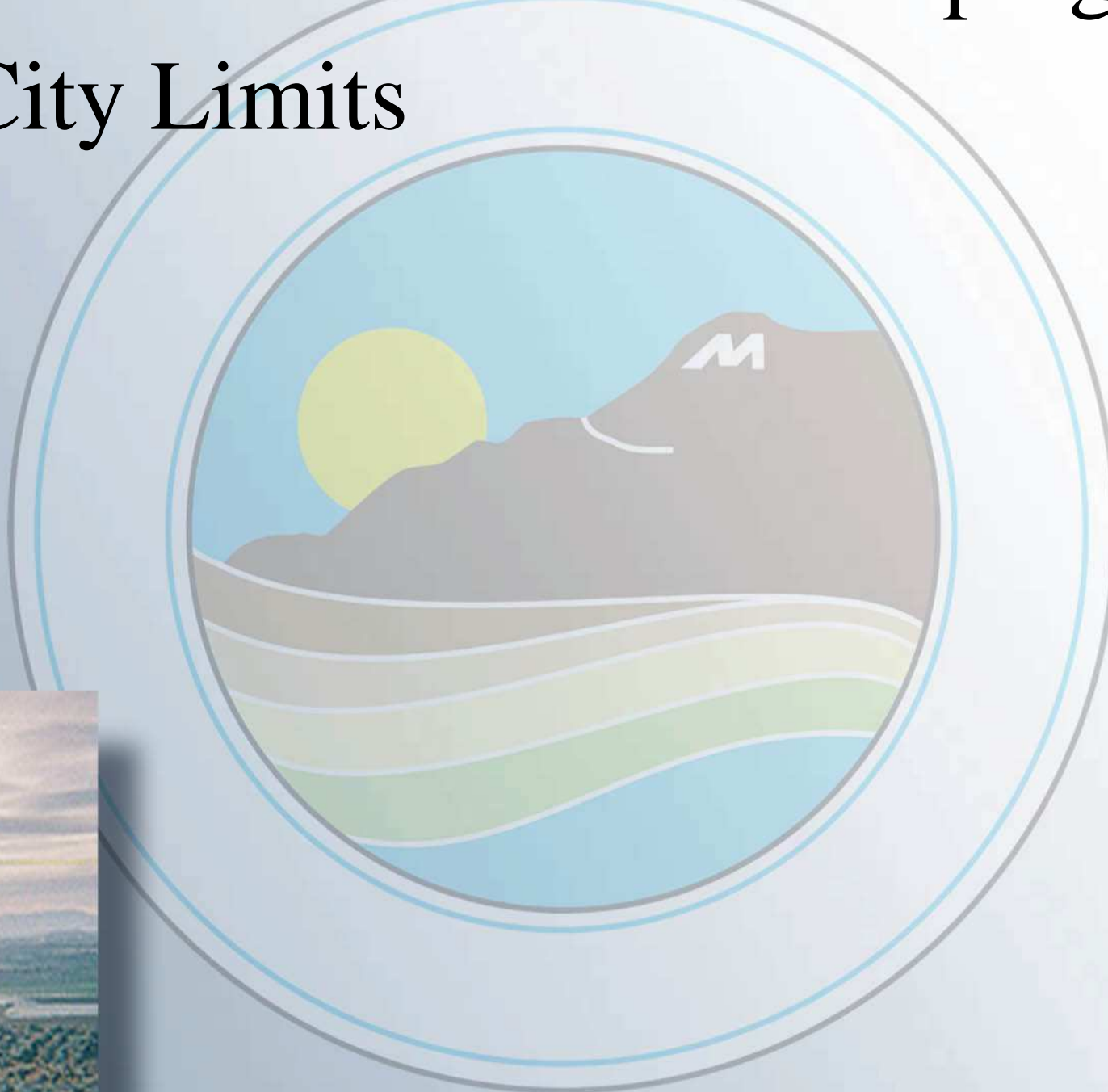
Concurred by:
John C. Terrell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Marge - 07-41570024 Rte 60 Nason-Moreno Beach Bridge Intrchn\CC Reports\SR-60 Landscape Corridor Master Plan - 09-28-10.doc

Attachment: September 28, 2010 Report to City Council (3513 : STATE ROUTE 60/WORLD LOGISTICS CENTER PARKWAY INTERCHANGE -

Route 60 Corridor Master Plan for Aesthetics and Landscaping Moreno Valley City Limits



Caltrans District 8- San Bernardino
August 2010



Table of Contents

Introduction	4
Goals and Objectives / Project Study Scope	5
Opportunities and Constraints	6
Project Study Location Map	7
Project Location Map	8
Points of Inspiration / Regional Identity	9
Corridor Theme	10
Aesthetic Treatments	11
Interchange and Overcrossing Location Map	12
Bridge Treatments	13
Map of Interchanges Designated for Gateway Treatment	14
Gateway Interchange Bridge Treatment Guidelines	15
Interchange/Overcrossing Bridge Treatment Guidelines	16
Typical Bridge Plinth	17
Typical Concrete Barrier	18
Typical Bridge Fence	19
Typical Slope Paving	20
Sound Walls	21
Sound Walls with Aesthetic Features	22
Sound Wall Pilaster	23
Standard Sound Walls: Non-Visible / Case-by-Case	24

Table of Contents

Retaining walls	25
Visible Case-by-case	26
Non-Visible Case-by-case	26
Landscaping	27
Typical Landscaping Concept	28
Plant Palette	29
Inert Materials	30
Typical Gravel Layout	31
Hardscape	32
Hardscape Guidelines	33
Irrigation	34
Irrigation Design Guidelines	35
Lighting	36
Highway Lighting	37



Introduction

Goals and Objectives

- The Corridor Master Plan is a design guideline for all highway projects on Route 60 in Moreno Valley City Limits, creating a unified and cohesive corridor.
- As stated in December 18, 2008, Guidelines can also be incorporated in I-215 Corridor if the Council so desires.

Project Study Scope

The Corridor Master Plan will provide aesthetic guidelines for new retrofit highway projects. This will be accomplished by the following major actions:

- Create a sense of place relating to the City's history and natural surrounding.
- Preserve and enhance community character.
- Include aesthetics on structures.
- Employing decorative rock and inert material.
- Use materials reflecting the character of the area.
- Coordinating of colors of materials.
- Ensuring a safe and durable design.
- Recommending appropriate plants a lasting roadside environment.
- Implementing water conservation techniques.
- Coordinating with water quality best management practices.
- Identify potential gateway interchanges and recommend enhancements.

Opportunities and Constraints

Opportunities

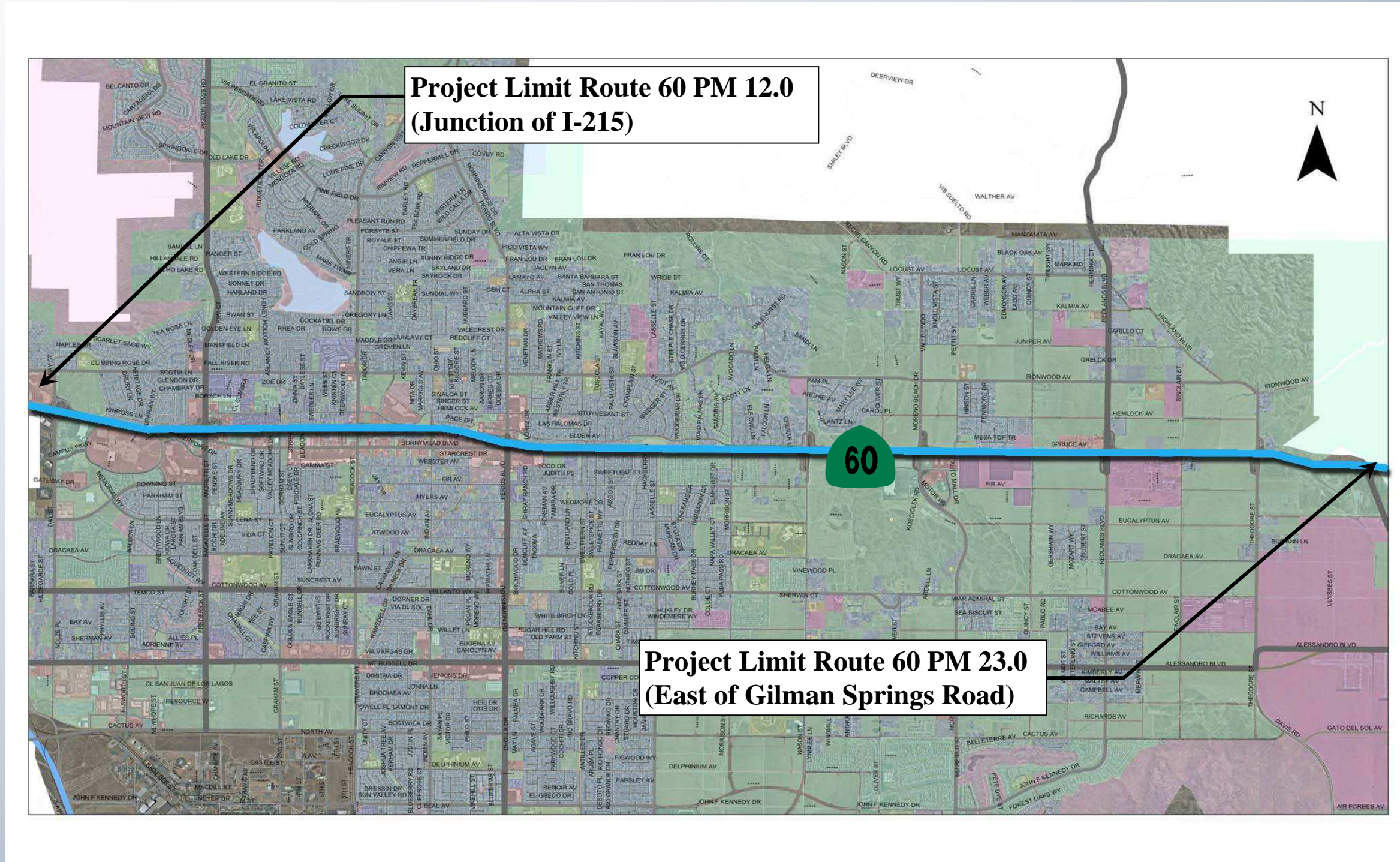
- Create a cohesive corridor.
- Tie Corridor Master Plan to existing “Highway 60 Corridor Design Manual Landscape Guidelines.”
- Identify potential “Gateways-Designated” interchanges in the city.
- Provide landscape guidelines to reduce water consumption and work load.
- Design a highway that fits into the natural environment and local community.
- Take advantage of the scenic views found along the corridor.

Constraints

- Existing advertising billboards cause substantial visual impacts on the highway.
- Overhead utility lines.
- Limited water resources.
- Limited maintenance resources.
- Acknowledge material and textures that are currently in use within the corridor such as rock blankets, fractured rib wall texture and wave design.
- Limited right of way.
- Current condition of the existing landscape.
- Limited plant palette for environmental and highway conditions.
- Limited economic resources.
- Exposure for graffiti.

Project Study Location Map

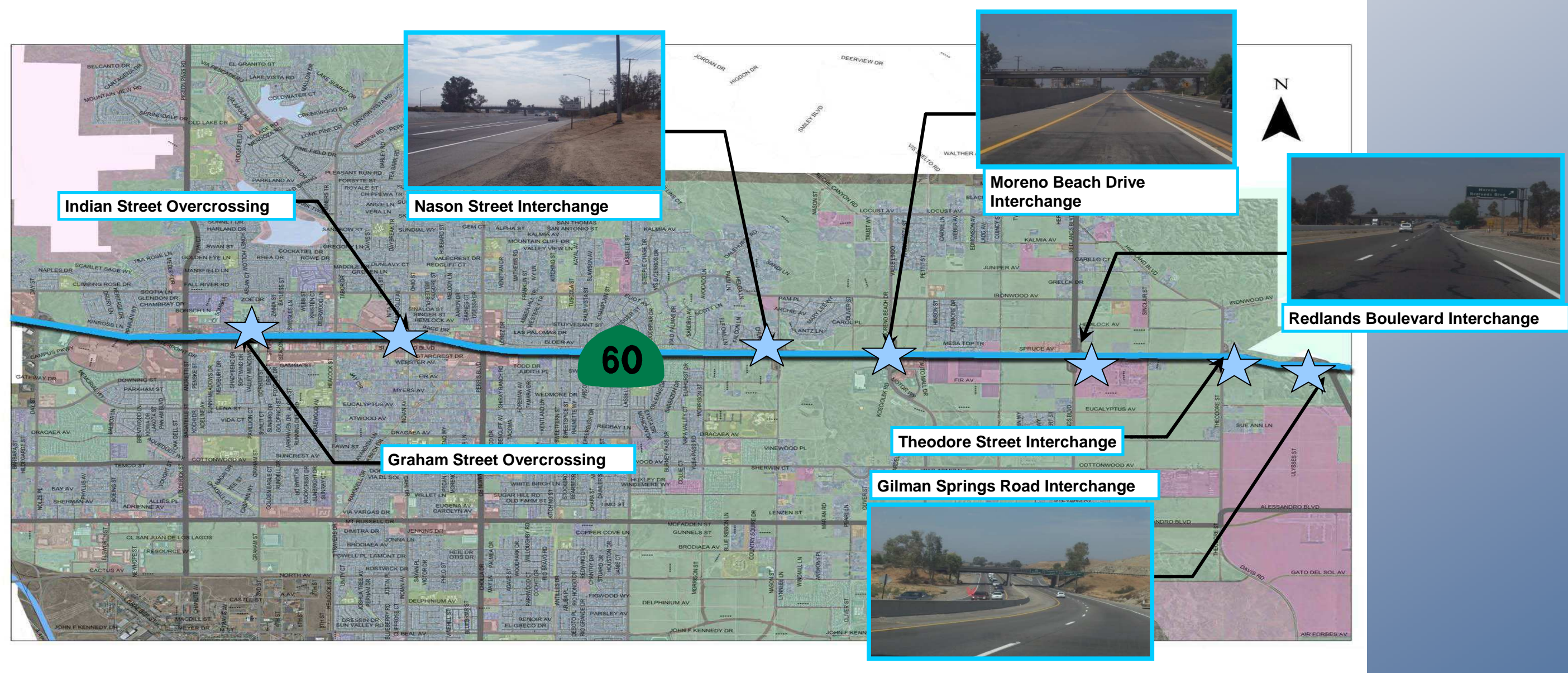
Moreno Valley City Limits



Attachment: September 28, 2010 Report to City Council (3513 : STATE ROUTE 60/WORLD LOGISTICS CENTER PARKWAY INTERCHANGE -

Project Location Map

Moreno Valley City Limits



Proposed projects within the Corridor Master Plan Limits:

EA	COUNTY	ROUTE	BEGIN_PM	END_PM	LOCATION	DESCRIPTION
0H390	RIV	60	13.10	21.10	IN MORENO VALLEY FROM DAY ST TO REDLANDS BLVD	CONVERT HOV LANES TO PART-TIME
0L210	RIV	60	18.37	30.24	IN MORENO VALLEY 6.2 MILES E/O I-215 TO 0.2 MILES W/O I-10 TO BEAUMONT	REMOVE AC OVERLAY, REPAIR SPALLS, CLEAN DECK AND APPLY METHACRYLATE OVERLAY
0M590	RIV	60	21.40		IN THE CITY OF MORENO VALLEY AT THEODORE STREET IC	INTERCHANGE IMPROVEMENTS
0M600	RIV	60	22.50		IN THE CITY OF MORENO VALLEY AT GILMAN SPRINGS RD IC	INTERCHANGE IMPROVEMENTS
0M610	RIV	60	20.40		IN THE CITY OF MORENO VALLEY AT REDLANDS BLVD.	INTERCHANGE IMPROVEMENTS
20051	RIV	60	16.90	22.30	PERRIS BLVD TO FOOTHILL RD	ROADWAY REHABILITATION CONSTRUCTED W/200501
30711	RIV	60	13.10	18.50	IN MORENO VALLEY 0.1 MI E/O DAY ST UC TO 0.2MI E/O NASON ST OC(INCLUDES 08-43880 TEA PROJECTS)	HIGHWAY PLANTING (STAGE 1) (SEGMENTED FROM 307100)
32300	RIV	60	18.10	18.90	AT NASON STREET I/C, FR 2.8 KM E/O PERRIS BLVD TO 0.4 KM W/O MORENO BEACH DRIVE	RECONSTRUCT AND REALIGN RAMP S W/AUX LANE.
32301	RIV	60	18.90	19.80	IN MORENO VALLEY FR 0.47 MI (PM 18.90) W/O NASON ST OC (Br No 56-0485) TO 0.68 Mi (PM 19.8) E/O MORENO BEACH DR Dr OC (Br No 56-0486).	INTERCHANGE MODIFICATIONS AT MORENO BEACH DR AND DRAINAGE IMPROVEMENTS AT IRONWOOD AVE.
32302	RIV	60	17.90	18.90	IN MORENO VALLEY AT NASON STREET OVERCROSSING. (BR. NO. 56-6485)	REPLACE BRIDGE AND WIDEN NASON STREET.
35230	RIV	60	12.10	16.30	JCT RTE 215/60 IC TO PERRIS BLVD	INSTALL MEDIAN BARRIER
35020	RIV	60	20.40	30.50	REDLANDS BLVD TO JCT RTE 10	WIDEN FROM FOUR TO EIGHT LANE
34880	RIV	60	13.30	14.50	DAY ST & FREDRICK ST	AUX. LANE, SIGNALS, RAMP WIDENING (100% LOCAL)
45260	RIV	60	14.30	15.80	IN MORENO VALLEY FROM FREDRICK ST TO INDIAN ST (EB & WB)	SOUNDWALLS
45880	RIV	60	16.30	26.50	IN & NR MORENO VALLEY AT VARIOUS LOCATIONS FROM PERRIS BLVD TO 2.4 KM W/O JACK RABBIT TRAIL (POR)	CONSTRUCT MEDIAN BARRIER (98 SHOPP AMENDMENT 98H-62 APPV 6/4/99)
	RIV		14.70	14.70	IN THE CITY OF MORENO VALLEY AT GRAHAM STREET	CONSTRUCT OVERCROSSING

Legend

- Maintenance Project
- Highway Planting Project
- Interchange Improvement Project
- Bridge Improvement

Points of Inspiration



City seal: incorporate into pilaster of the bridge ends.



Existing Aesthetic Treatment
Rt. 60 at Perris Blvd.



Moreno Valley Logo: incorporate into sound wall aesthetic treatment.

Regional Identity

Moreno Valley: "People, Pride, Progress"

An area once comprised of three rural communities, Sunnymead, Edgemont and Moreno, the City of Moreno Valley, incorporated in 1984, has twice emerged as one of the fastest growing cities in the United States.

The Mountains

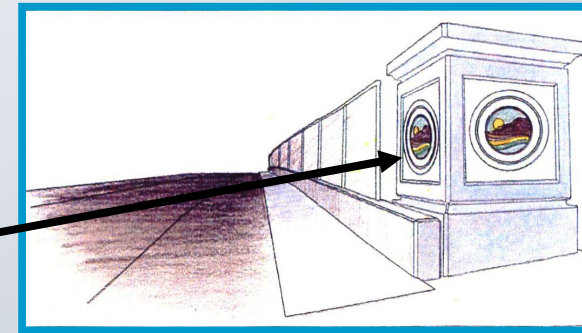
One of the most visible geographical features in Moreno Valley, visible from almost anywhere in the City, is Box Springs Mountain. This mountain at the northwest end of the City towers over the City, providing a concrete landmark. The side facing the City has a large "M" constructed on it.



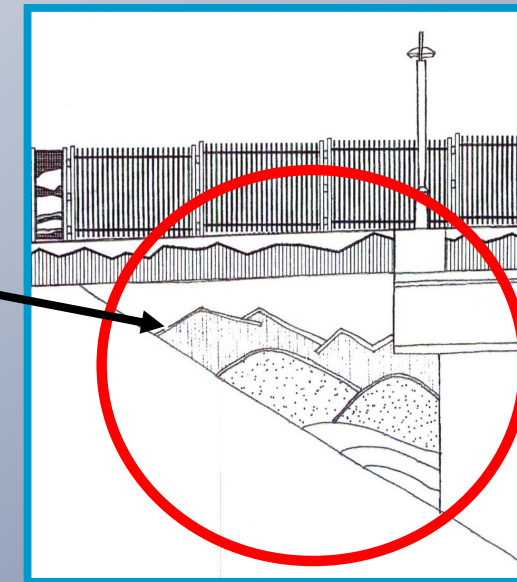
Corridor Theme

12-16-08 themes reviewed at CC study session

City of Moreno Valley seal on the pilaster (plinth) at bridge termini.

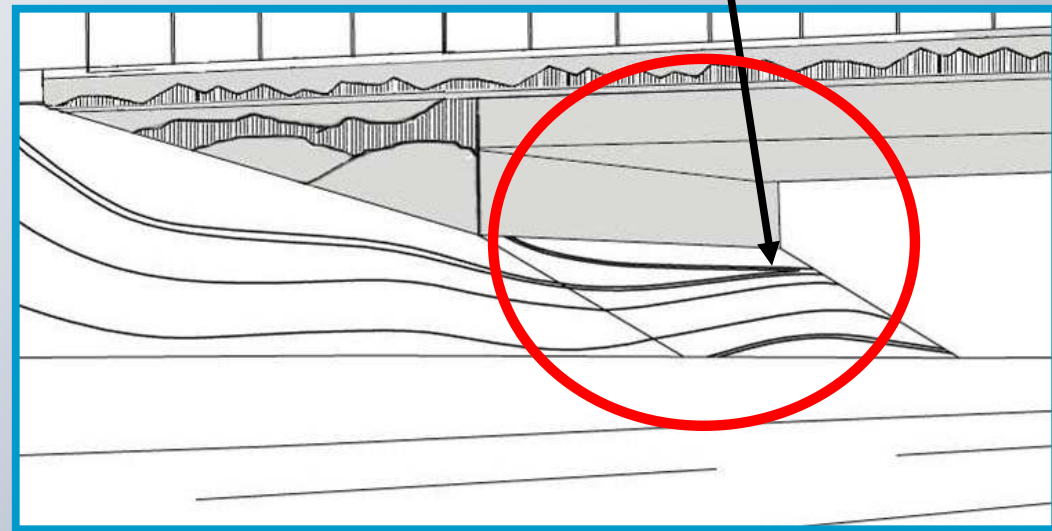


Mountains that are part of the seal on the bridge abutment.

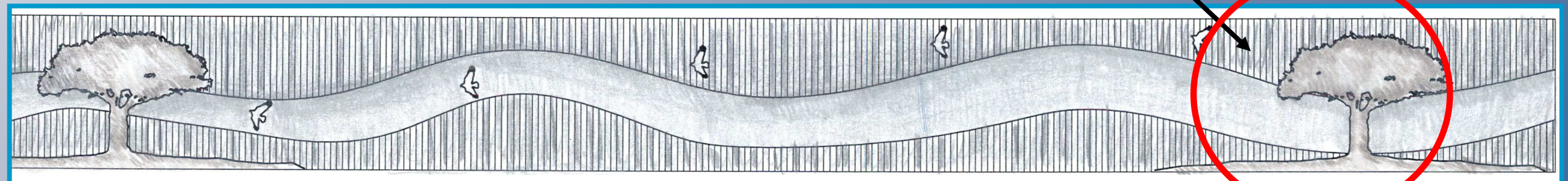


Walls in between the bridges showing the City logo, trees with the birds soaring from the trees.

Colored pavers continue lines of gravel mulch to show the sweeping mountains around the bridge.



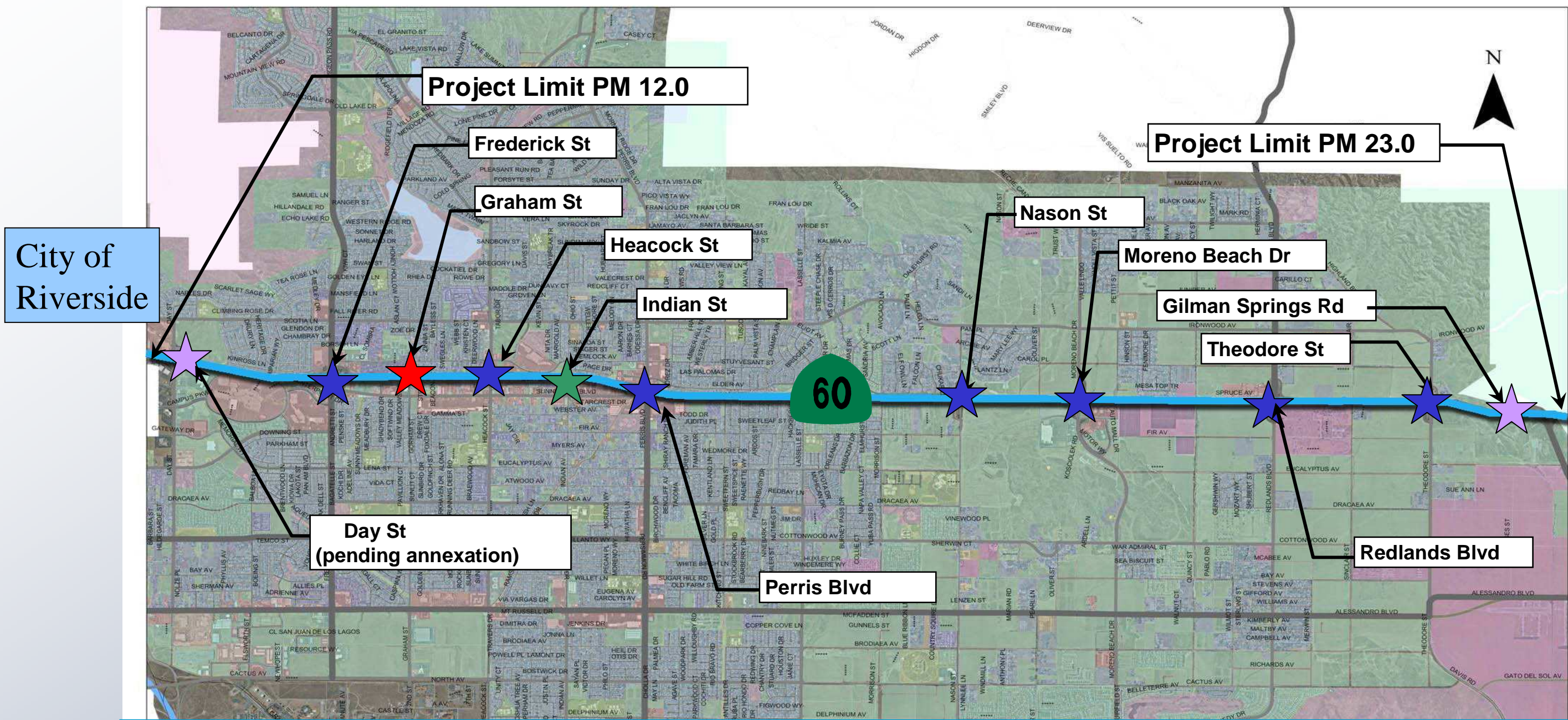
Theme shown is modified: This feature subject to available space of bridge wall.





Aesthetic Treatments

Interchange and Overcrossing Location Map



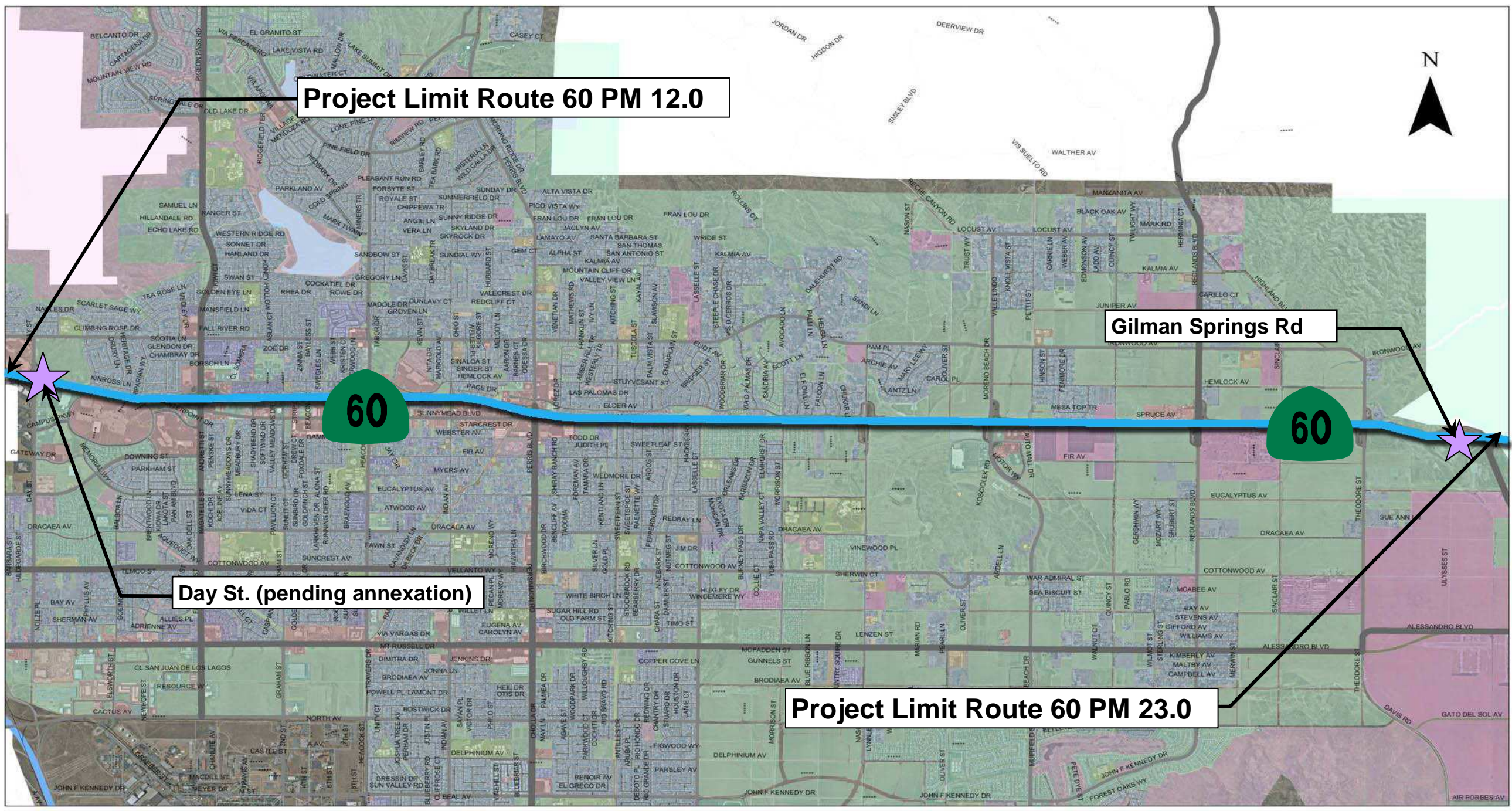
Legend

- ★ Interchanges Designated for Gateway Treatment
- ★ Interchange
- ★ Overcrossing
- ★ Future Overcrossing



Bridge Treatments

Map of Interchanges Designated for Gateway Treatment (Per City Council Meeting Study Session on 3/16/2010)



Attachment: September 28, 2010 Report to City Council (3513 : STATE ROUTE 60) WORLD LOGISTICS CENTER PARKWAY INTERCHANGE -

Gateway Interchange Bridge Treatment Guidelines

- Gateway-Designated' Interchanges are identified based on the entrance and exit of the city.
- The treatments in a 'Gateway-Designated' interchange are intended to be a level above treatments used in other interchanges.
- Recommended gateway bridge treatments are to include:
 - o Decorative fencing with mountain panels.
 - o Black picket fencing.
 - o Plinth with City seal.
 - o Colored Gravel incorporated in the bridge slope paving.
- Optional gateway interchange bridge treatments include:
 - o Mountains on abutment, if space is available
 - o Decorative lighting.

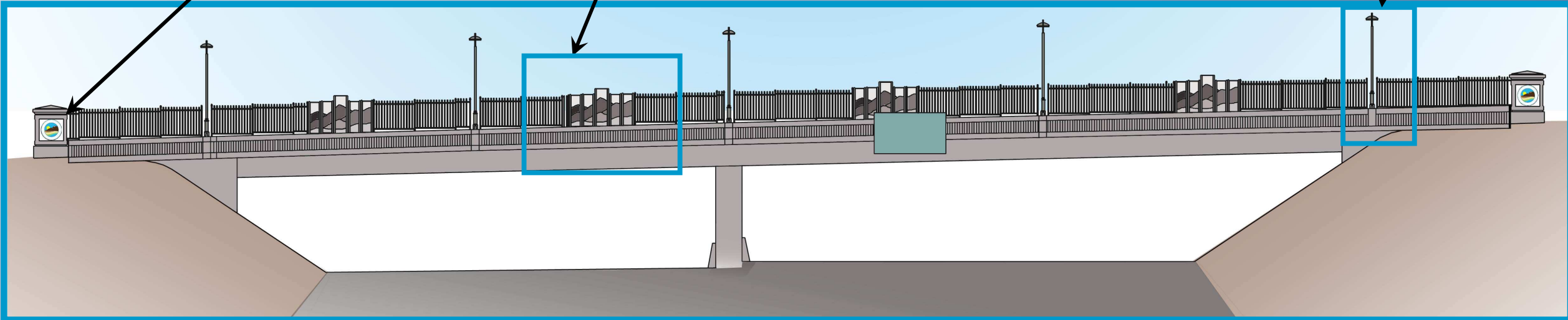
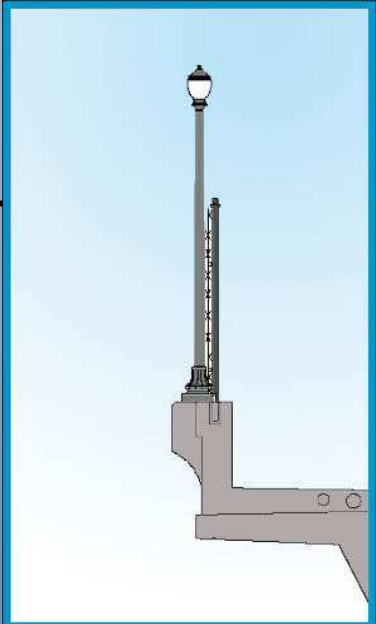
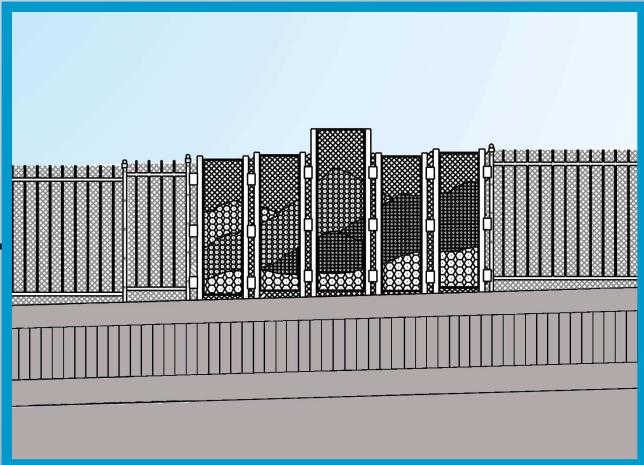
- Decorative Lighting (option)**
- Light standard as gateway identity.
 - Light standard location continues into barrier as pilaster.

Plinth Features

- City of Moreno Valley seal in full color.
- Plinth shall be gray in color.
- Anti-graffiti coating on plinth, seal and all concrete.



- Fence Feature**
- Black picket fencing (steel).
 - Mountain motif panel in black.



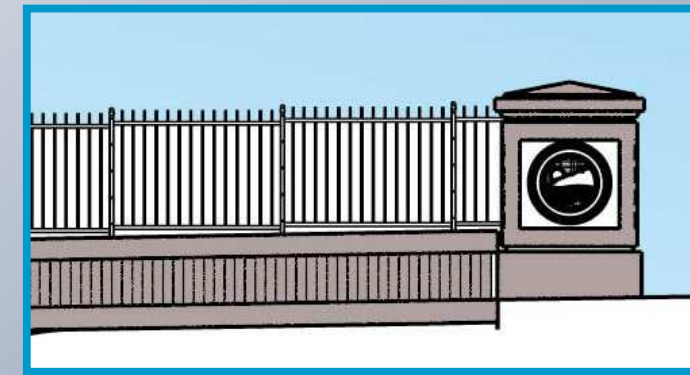
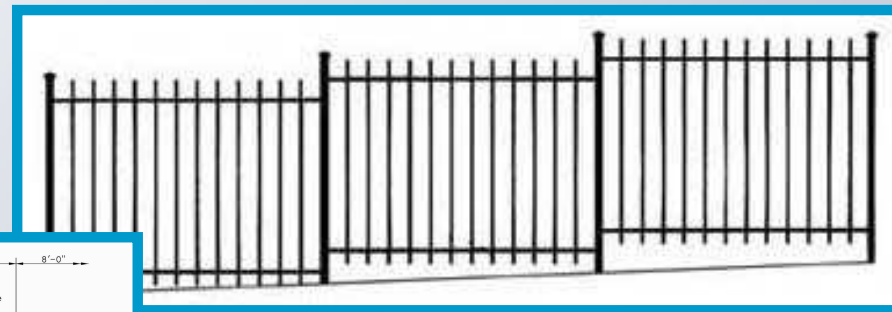
Interchange/Overcrossing Bridge Treatment Guidelines (Non-Gateway Locations)

•Recommended interchange/overcrossing bridge treatments to include:

- o Black picket fencing.
- o Plinth with City seal.
- o Colored gravel incorporated in the bridge slope paving.

•Optional bridge treatments include:

- o Decorative lighting.
- o Mountains on abutment walls, if space is available.

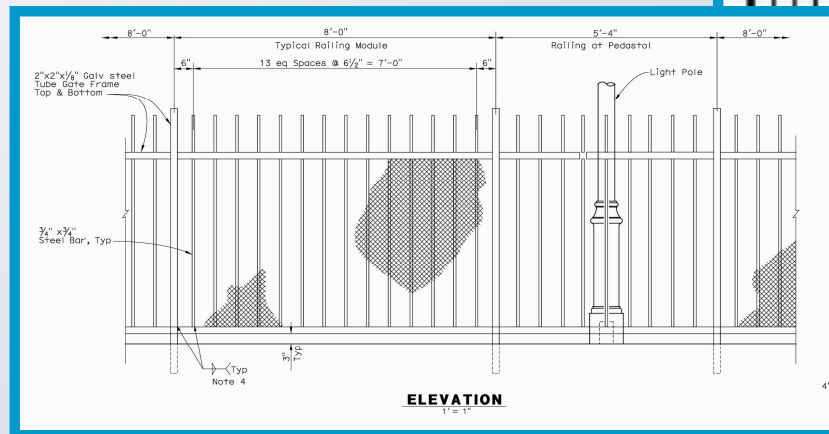


Plinth Features

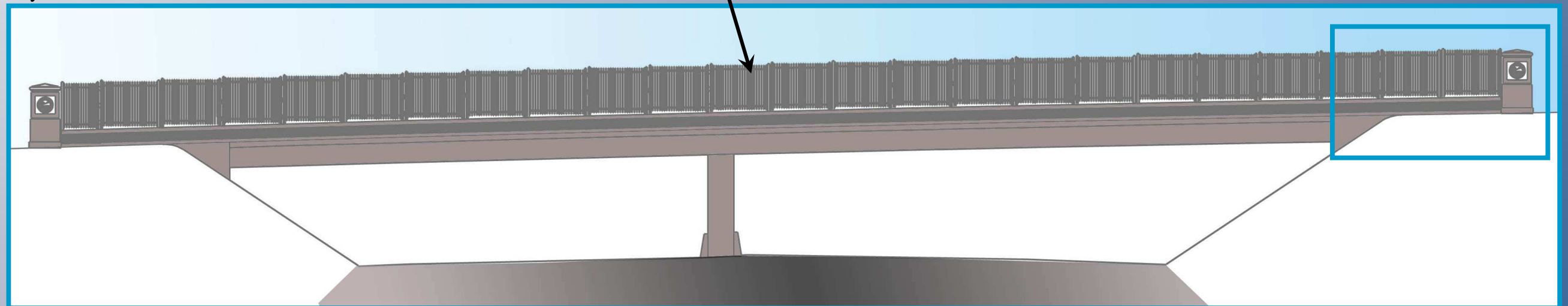
- City of Moreno Valley seal in full color.
- Plinth shall be natural gray concrete in color.
- Anti-graffiti coating on plinth, seal and all concrete

Fence Feature

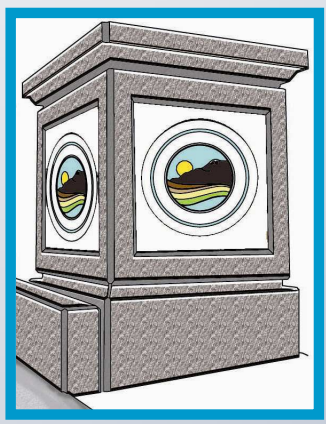
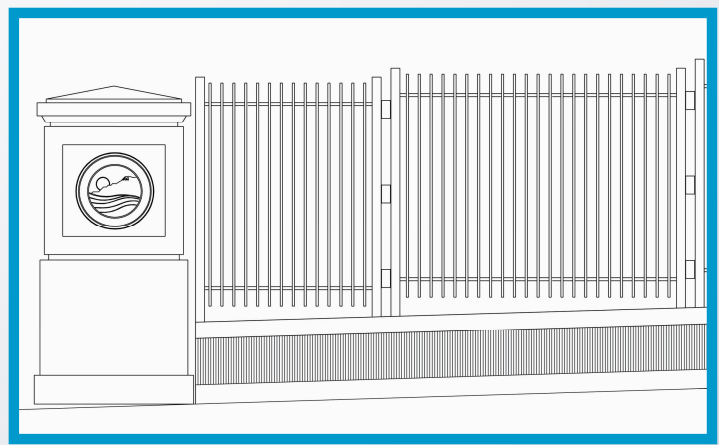
- Black picket fencing (steel).
- No Mountain motif panels.



Graphics provided by Parsons

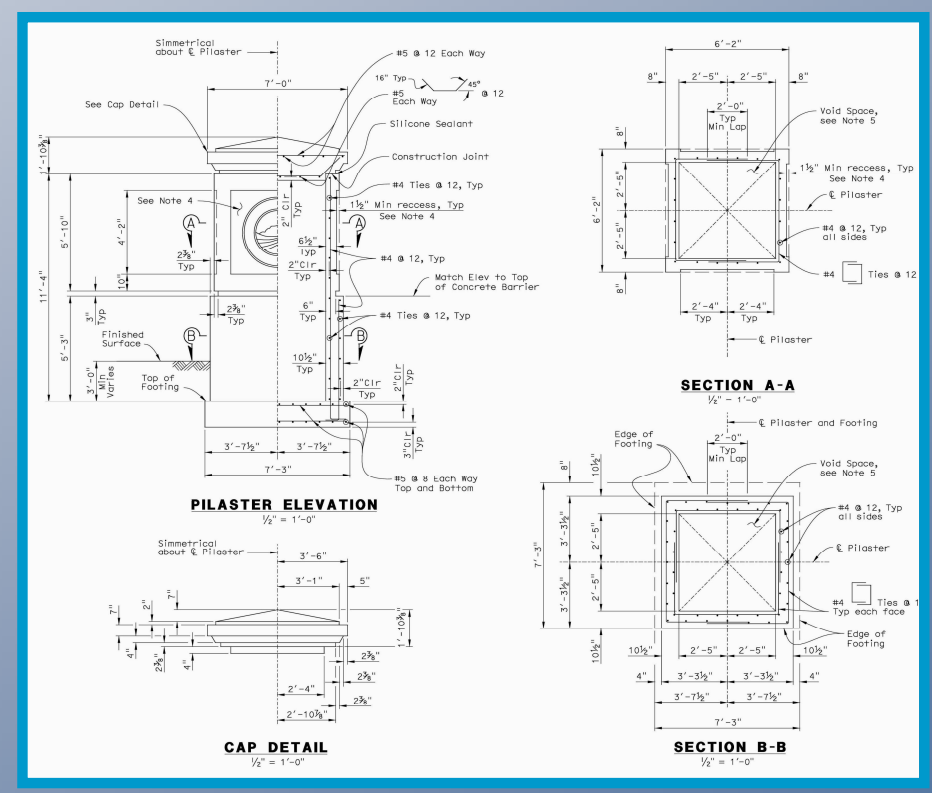
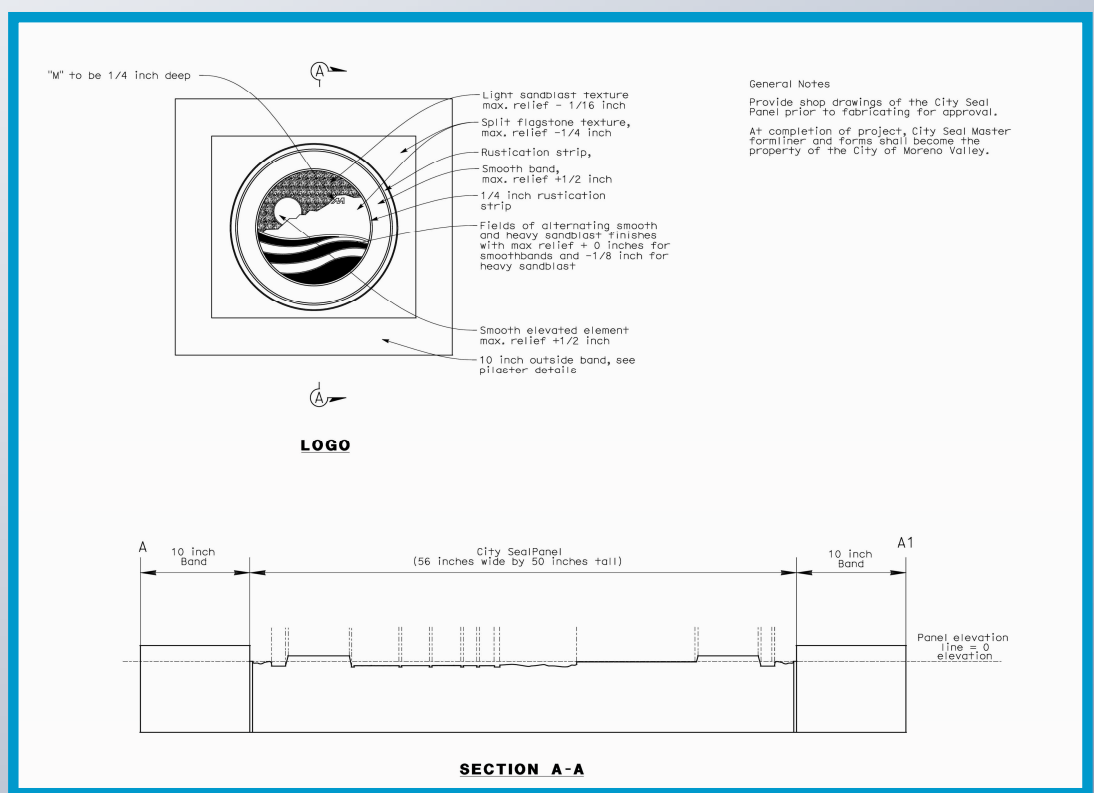


Typical Bridge Plinth



Plinth Features

- City seal shall be in color concrete.
- Plinth and seal shall be treated with an anti-graffiti coating.
- Plinth shall be natural gray concrete in color.
- Seal excludes text (use limited by Caltrans).

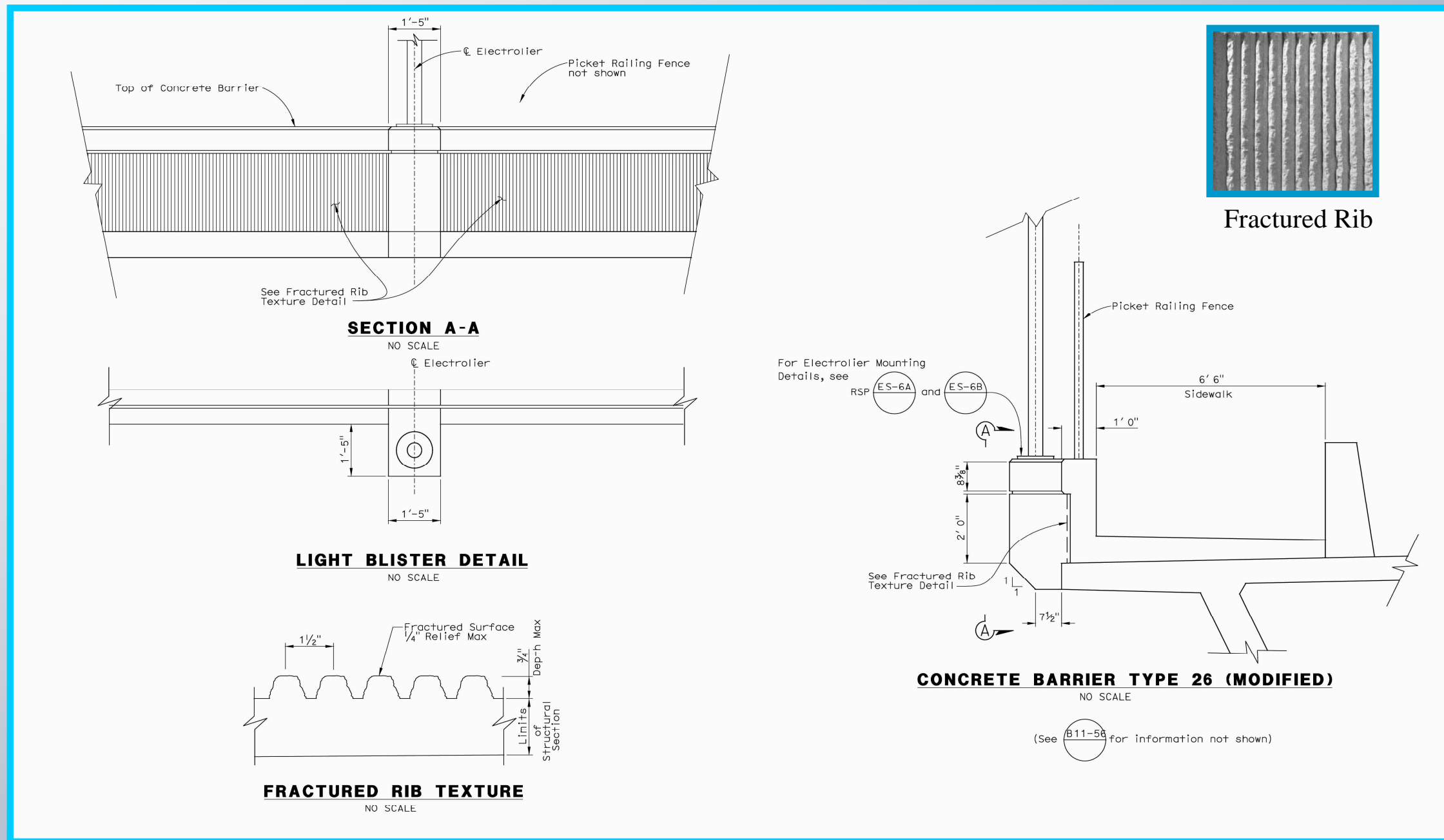


Graphics provided by Parsons

Typical Concrete Barrier

Concrete Barrier Feature

- All bridge barriers shall have fractured rib texture.
- Barrier on the structure shall be gray in color.

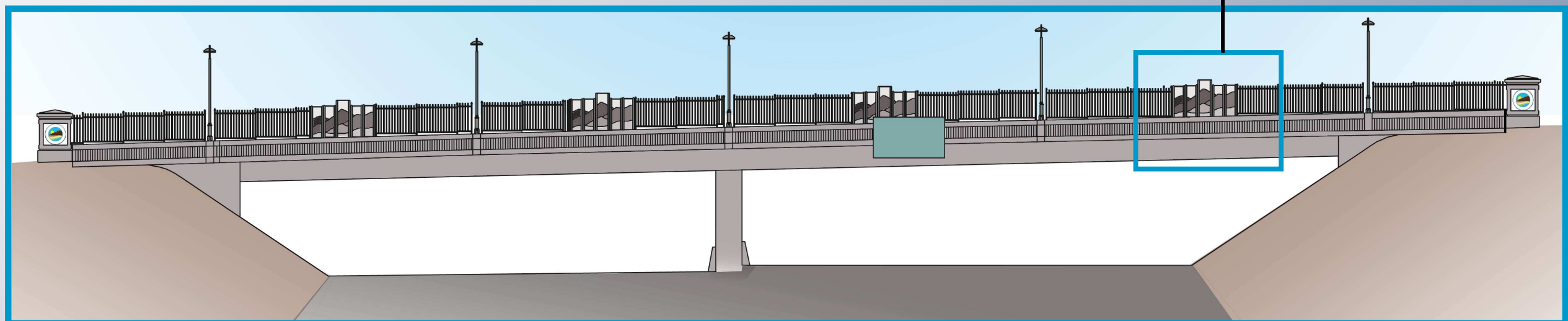
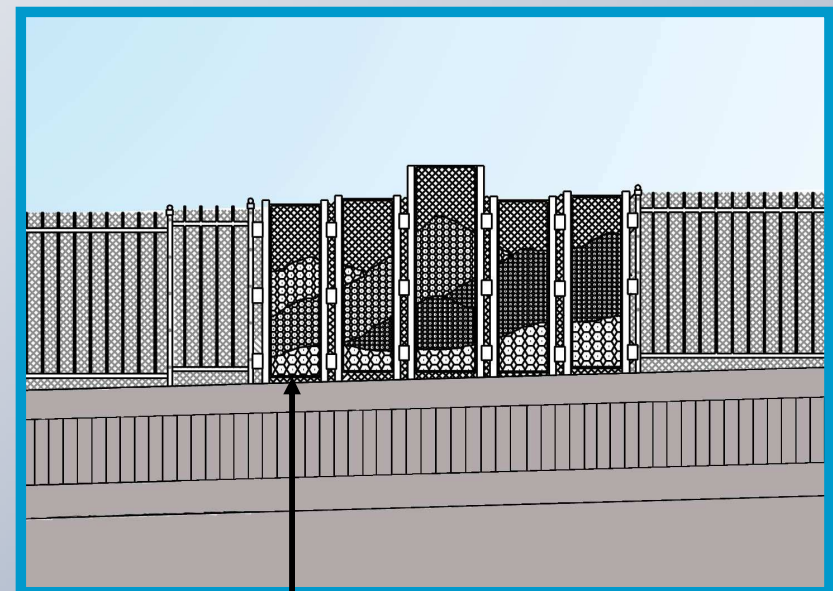


Graphics provided by Parsons

Typical Bridge Fence

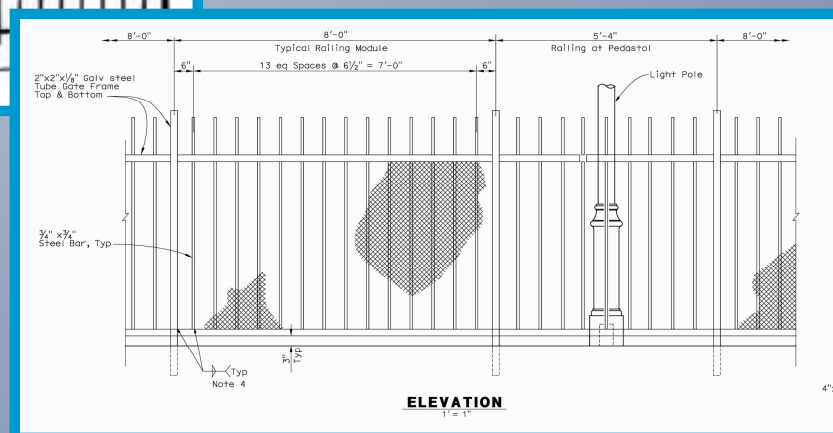
Potential 'Gateway Designated' Interchange Fence Feature

- Black picket fencing (steel).
- Mountain motif panel in black.



Non-Gateway Fence Feature

- Black picket fencing (steel).
- No Mountain motif panels.

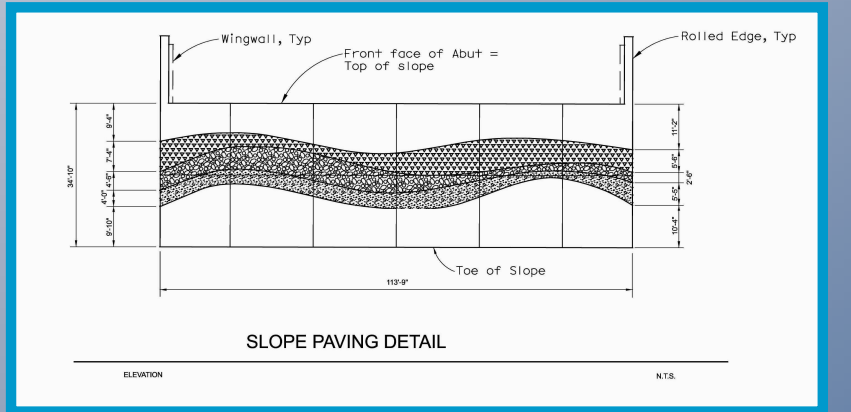
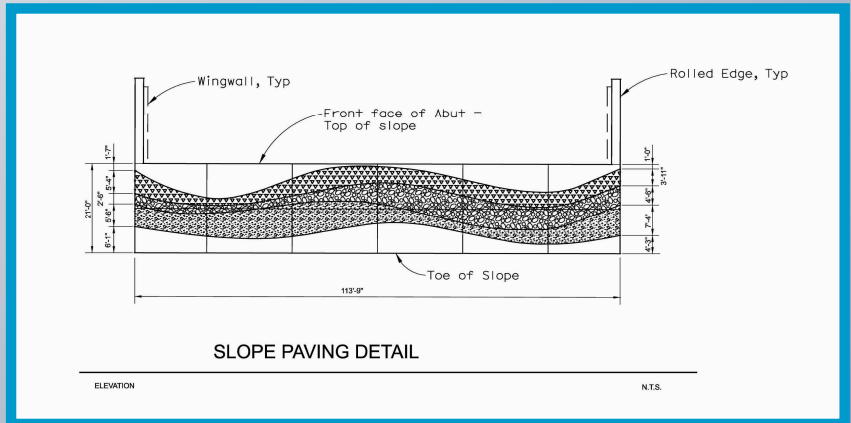
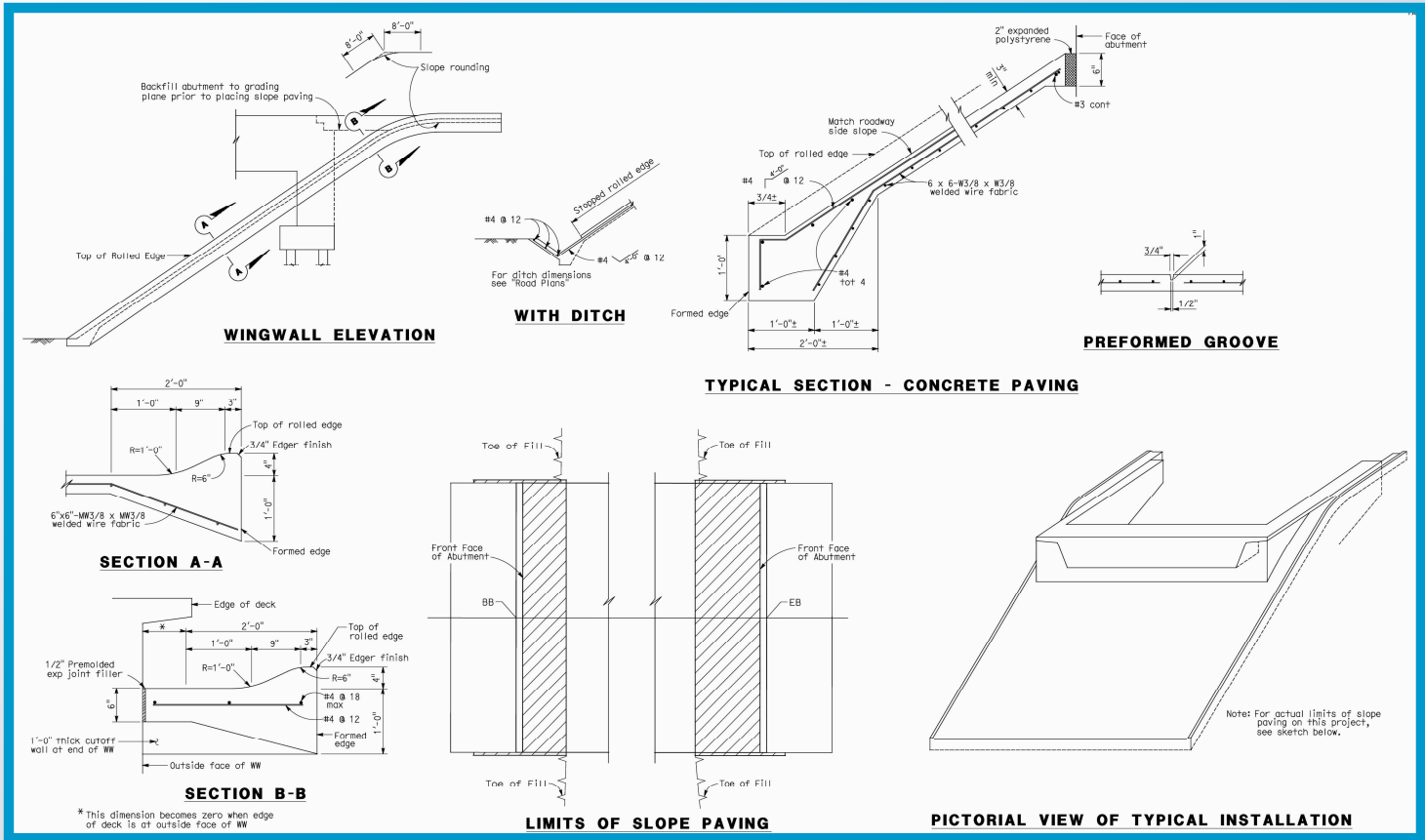


Graphics provided by Parsons

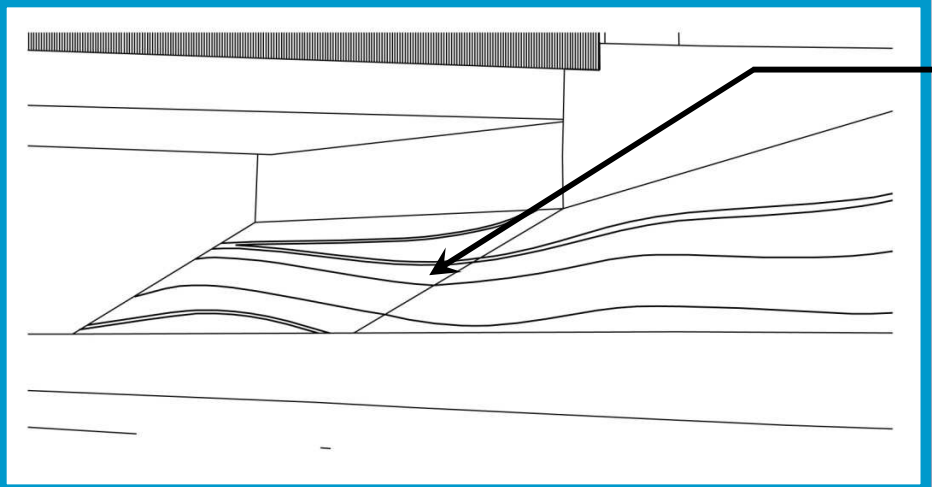
Typical Slope Paving

The selected materials for slope paving under bridges are as follows:

Colored gravel with red and brown tones will be used to create swales or waves under the bridge, connecting the hardscape to the landscape. This design concept will be applied to all slope paving areas.



Graphics provided by Parsons



Slope paving with color gravel set in concrete.
Note: Slope paving design will have a unified connection with the colored gravel design in the landscaped area

LEGEND:

- "APACHE GOLD" 3/4" TO 2" FROM BEATTY QUARRY OR APPROVED EQUAL (TYP.)
- "RUBY RED" 3/4" TO 2" FROM WHITE HILLS QUARRY OR APPROVED EQUAL
- "MODEC" 3/4" TO 2" FROM VEGAS QUARRY OR APPROVED EQUAL





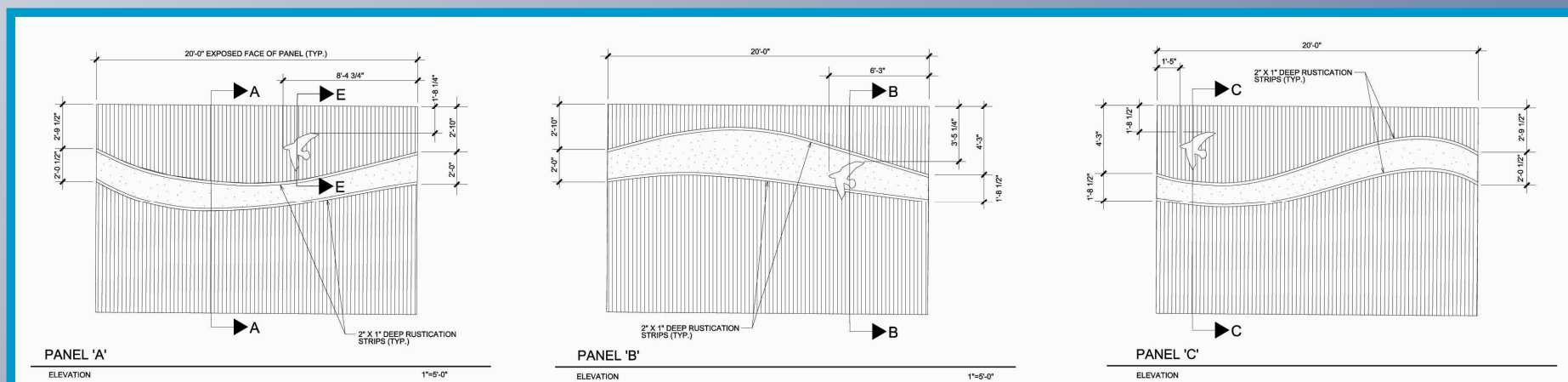
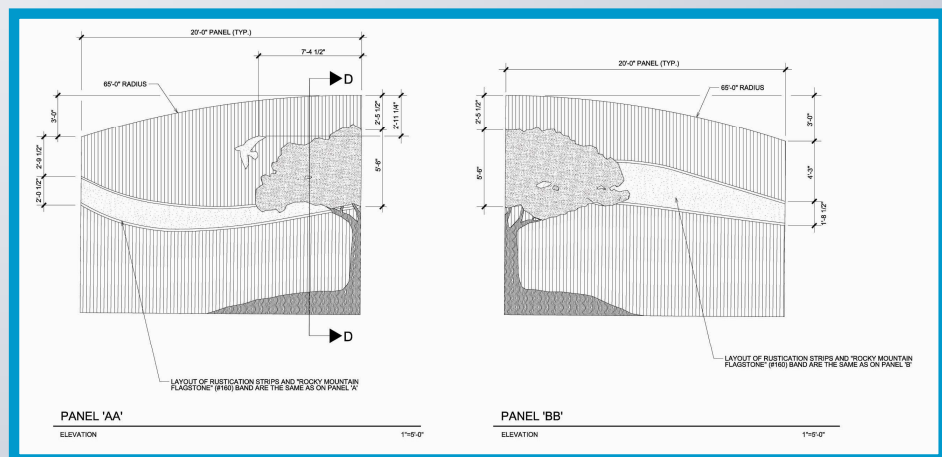
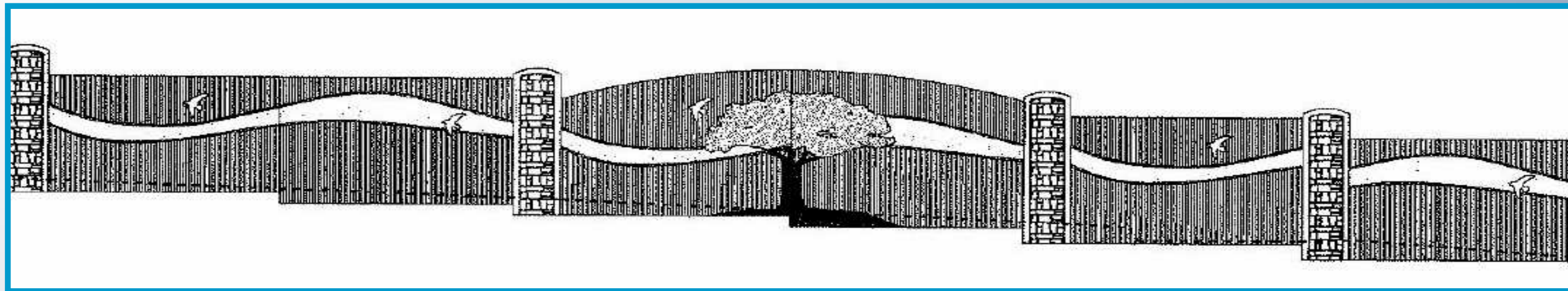
Sound Walls

Sound Walls with Aesthetic Features: Visible / Case-by-case.

Visible sound walls front public spaces and will incorporate aesthetic features determined on a case-by-case basis. Walls visible from primary city streets, frontage of retail development, parks or other facilities of general public use are considered visible and warrant aesthetic features.

Visible sound walls should have aesthetic features that incorporate the theme:

- Elements of the City logo (tree and flying bird).
- Free flowing wave.



Proposed Architectural Treatment



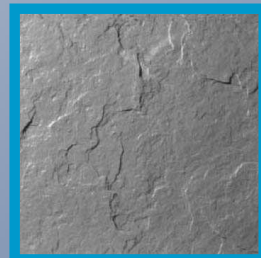
Exaggerated Grape Stake



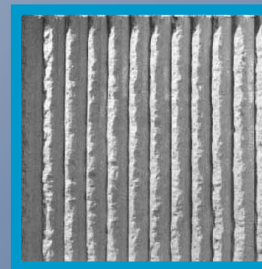
Bush Hammer



Sandblast



Rocky Mountain Flagstone



Fractured Rib

LEGEND:

	"B & R MODIFIED" FORMLINER TEXTURE SCOTT SYSTEMS, INC. #140 OR APPROVED EQUAL.		"BUSH HAMMER" FORMLINER TEXTURE SCOTT SYSTEMS, INC. #162 OR APPROVED EQUAL.
	"ROCKY MOUNTAIN FLAGSTONE" FORMLINER TEXTURE SCOTT SYSTEMS, INC. #160 OR APPROVED EQUAL.		"EXAGGERATED GRAPE STAKE" FORMLINER TEXTURE SCOTT SYSTEMS, INC. #161 OR APPROVED EQUAL.
	"SANDBLAST #1" FORMLINER TEXTURE SCOTT SYSTEMS, INC. # 119 OR APPROVED EQUAL.	BEND/MANIPULATE FORMLINER SO PRIMARY GRAIN FOLLOWS UPPER BRANCHING IN TREE	

NOTE:
ALL ELEMENTS ARE REGISTERED FROM THE TOP OF THE PANELS.

Graphics provided by Parsons

Sound Wall Pilaster

- **Pilaster Feature.**
-Pilaster insert shall be tan in color to match existing sound wall.

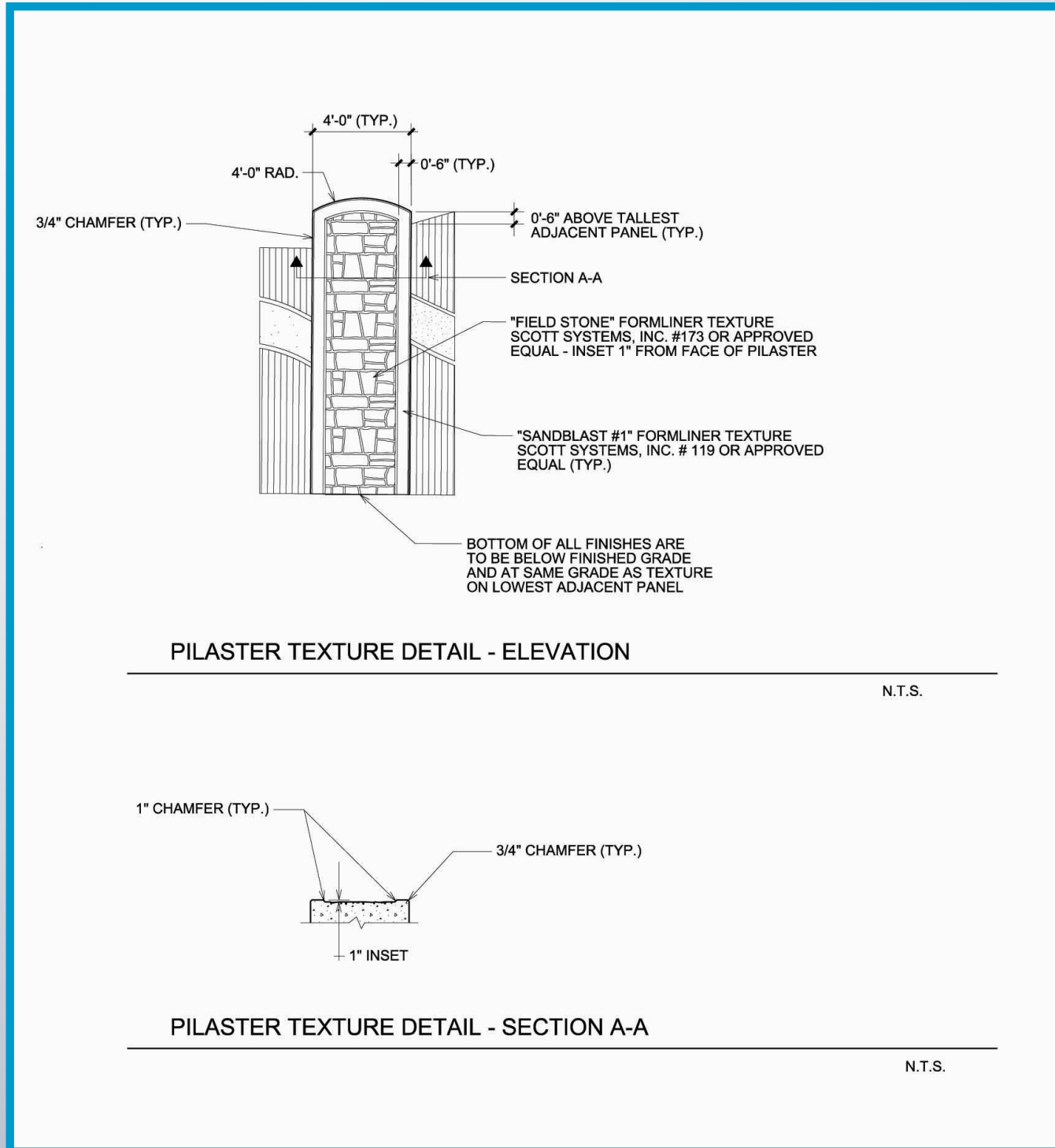
Proposed Architectural Treatment



Field Stone



Color #30450
Federal Std. 595B



Graphics provided by Parsons

Standard Sound Walls: Non-Visible / Case-by-Case

Non-Visible sound walls do not warrant the aesthetic treatments of the visible sound walls fronting public spaces. Sound walls abutting private property, parking areas, loading docks or other utilitarian functions are considered Non-Visible.

Sound Walls

- Sound walls are used to reduce noise to communities located along the highway. They must be constructed per Caltrans standards. They should be treated with an anti-graffiti coating.
- New and existing sound walls are to have vine planting.
- Standard sound walls can be used on a case-by-case basis, where visibility is limited, to match existing, or to fill gaps between standard sound walls.

Planting at Noise Barriers

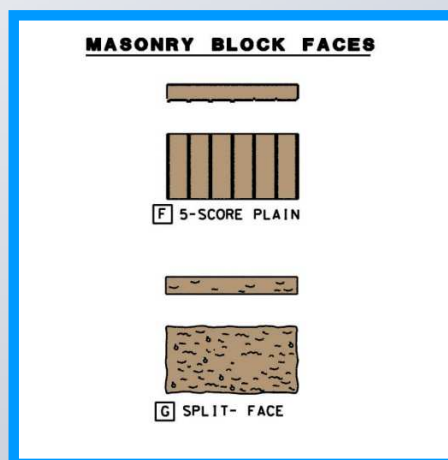
- Planting should be incorporated as an integral component of noise barrier work to discourage graffiti and address visual impact issues. Wherever graffiti removal or other visual issues represent an ongoing maintenance concern, consideration must be given to covering new or existing noise barriers with vines and/or placing plants to screen the noise barriers to reduce worker exposure and life-cycle maintenance costs related to graffiti removal.
- The vine growth on the wall will reduce the harshness of the wall and create a pleasant traveler experience.
- The sound walls will have an opening in the lower portion of the wall that allows for the growth of vines.
- Vine openings shall conform to Caltrans standards.



Freeway side

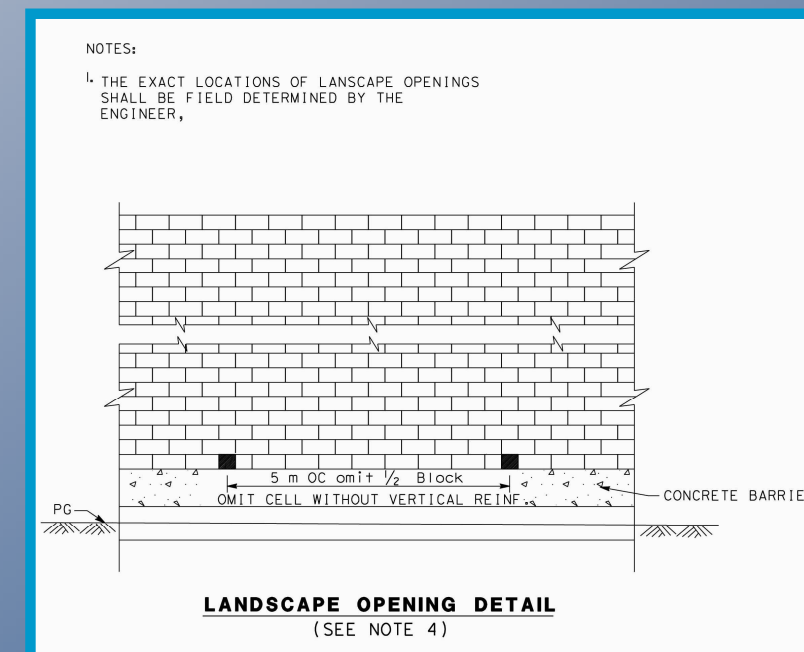
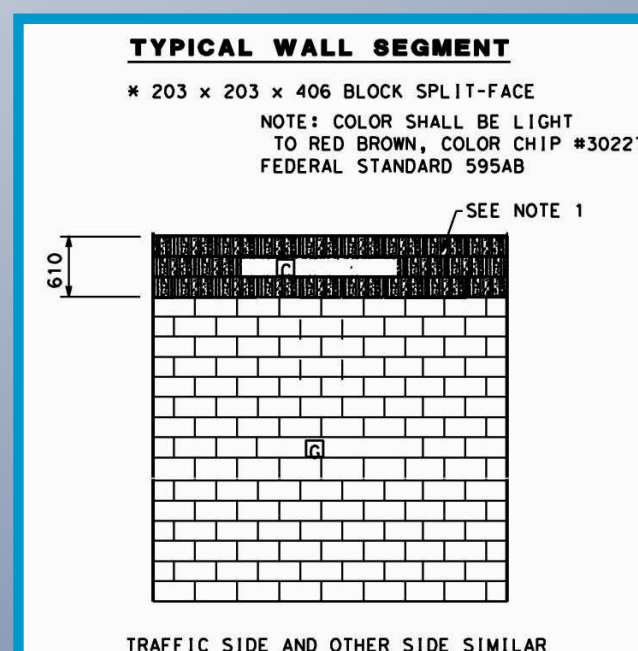
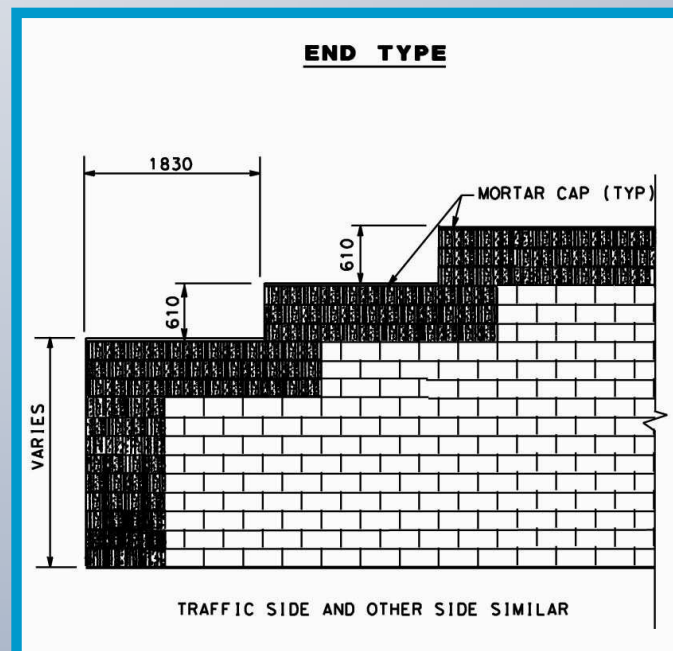


Local Street side



Color #30450

Federal Std. 595B

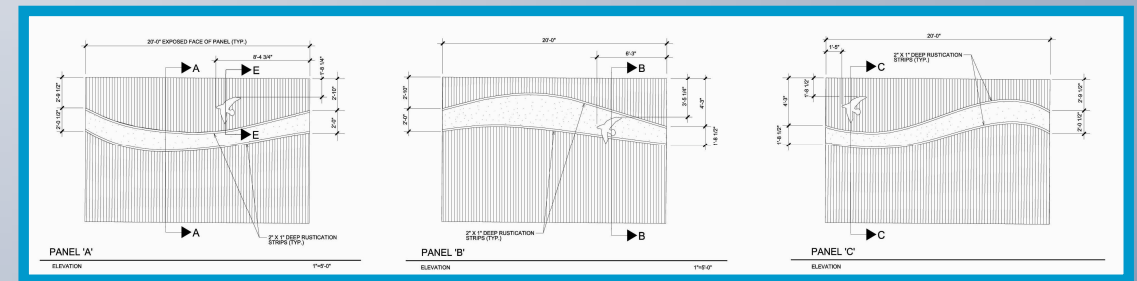
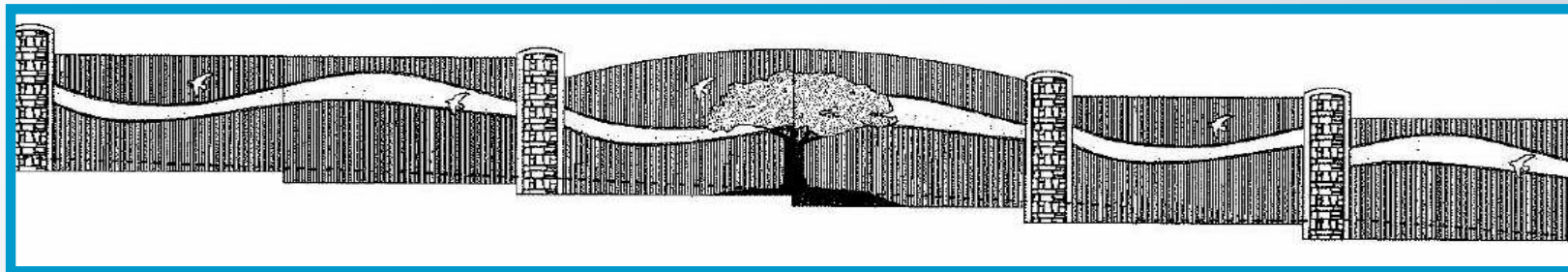




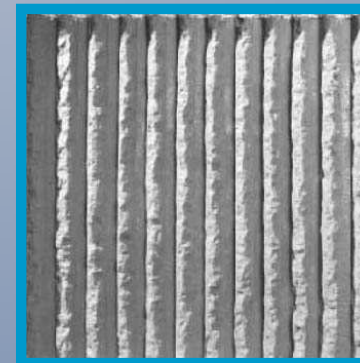
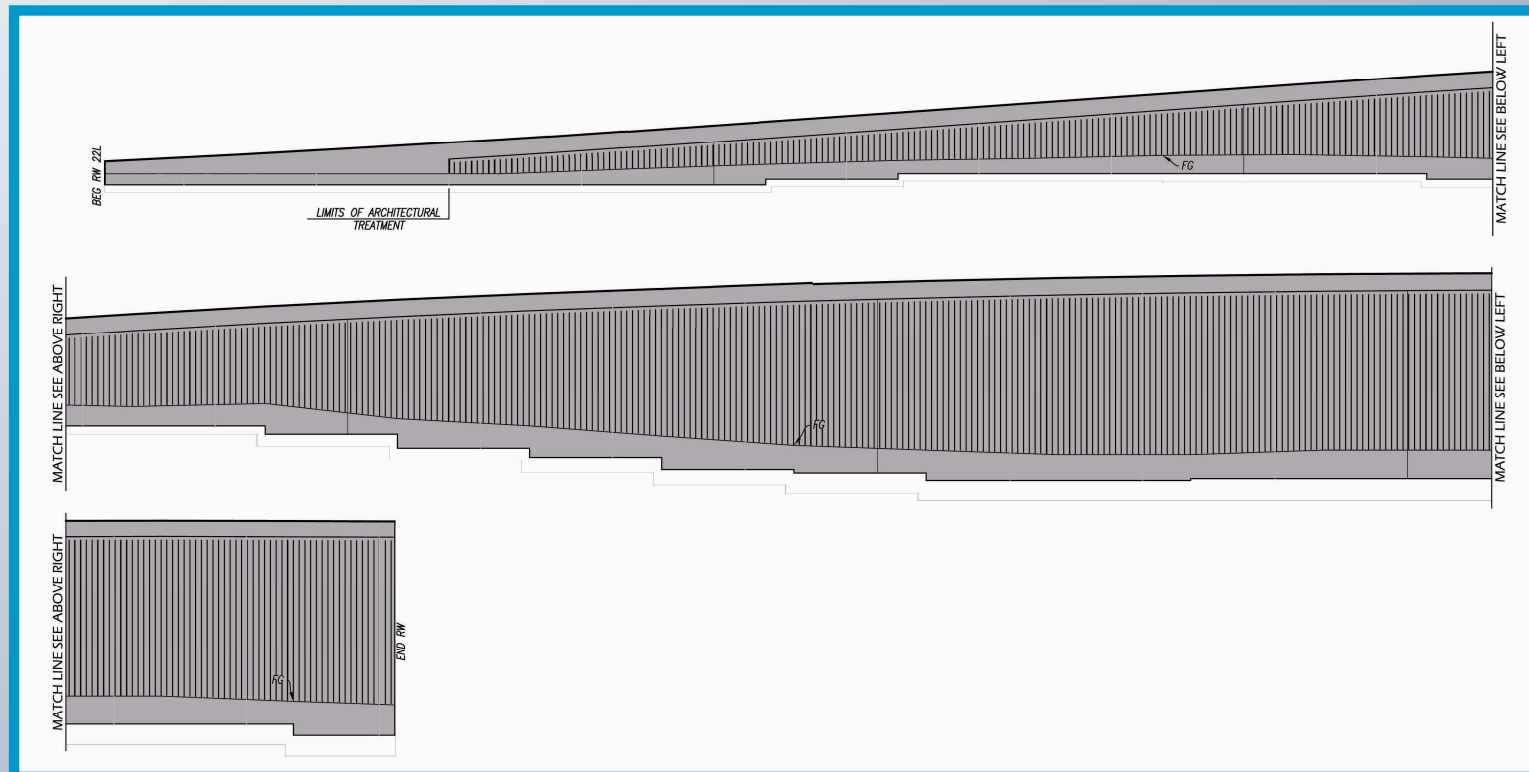
Retaining Walls

Retaining Walls (follow the same guidelines for sound walls)

Visible / Case-by-case: Retaining walls fronting public spaces will incorporate aesthetic features determined on a case-by-case basis. Walls visible from primary city streets, frontage of retail development, parks or other facilities of general public use are considered visible and warrant the same aesthetic features as visible sound walls. Top of panel wall may have curve or flat edge determined on a case by case basis .



Non-Visible / Case-by-case: Retaining walls which do not front public spaces are considered non-visible and do not warrant the aesthetic treatments of the visible retaining walls which front public spaces. Retaining walls abutting private property, parking areas, loading docks or other utilitarian functions are considered non-visible.

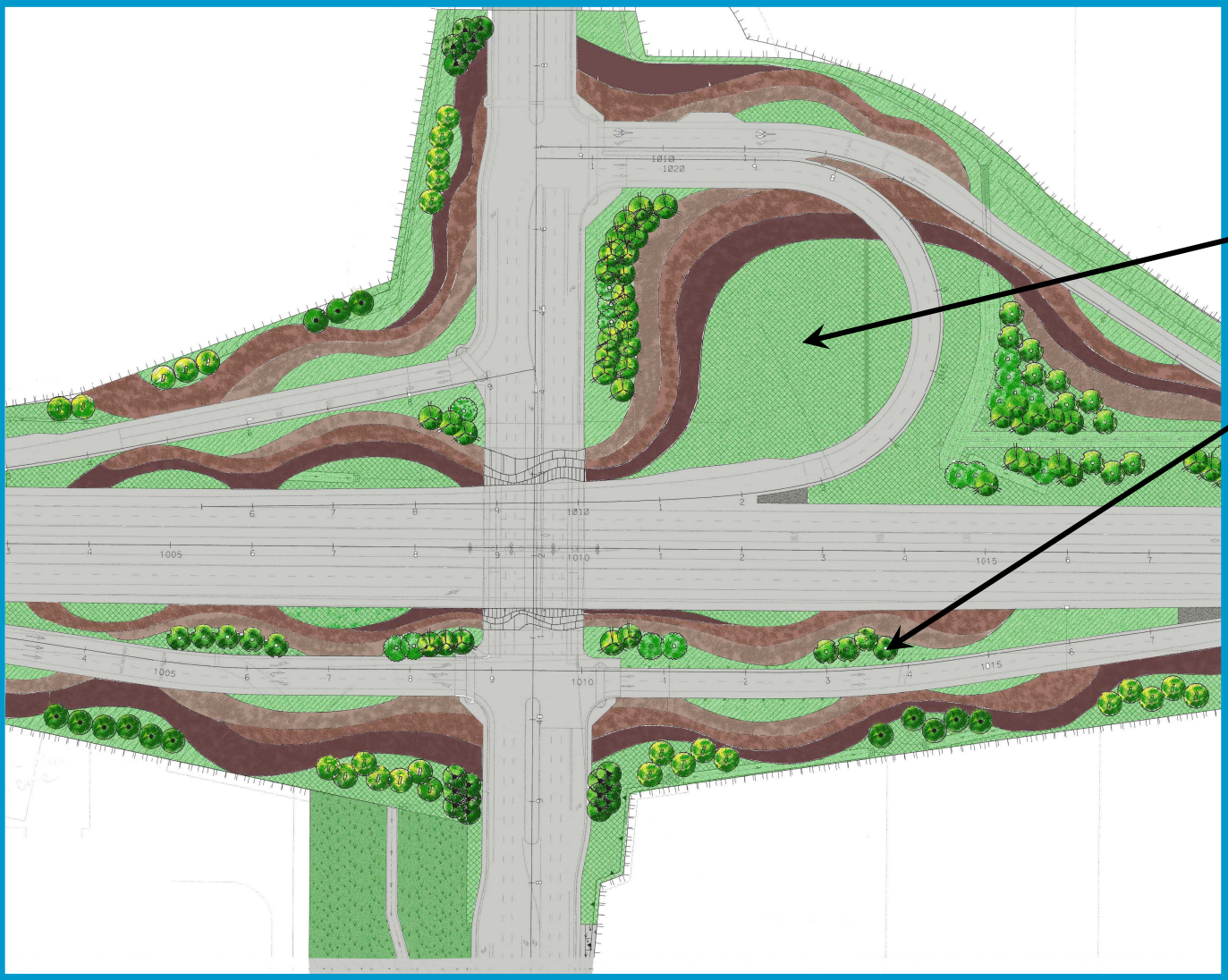
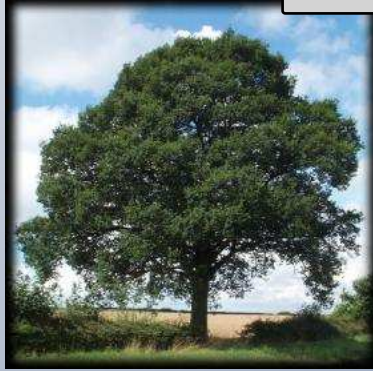


Fractured Rib



Landscaping

Typical Landscaping Concept



Low growing ground cover.

Colored gravel bands.



Colored gravel patterns shall be the focal points in the landscape.

Landscape Design Objectives:

- Low growing ground covers allow views of the patterns.
- Ground cover for color, preserving the line of sight.
- Drought-tolerant plant palette material to be low water use.
- Landscape areas within the interchange shall have bands of gravel mulch.
- The gravel mulch will consist of three colors in shades of red and brown.
- A specimen oak tree or suitable replacement may be planted in all interchanges considered gateways.
- Plant palette to substantially conform with Master Plan.
- Plant palette to incorporate majority of plants listed in existing “Highway 60 Corridor Design Manual Landscape Guidelines”.

Plant Palette

Botanic Name	Common Name	Height	Flower Color	Comments
<i>Acacia redolens</i>	Prostate Acacia	1' – 6'	Yellow	Drought tolerant Large scale ground cover
<i>Carpobrotus edulis</i>	Hottentot Fig	12"	Pink	Succulent groundcover Low Maintenance
<i>Lonicera japonica 'Halliana'</i>	Halls Honeysuckle	18"	White	Vigorous vine or ground cover for cover large areas
<i>Trachelospermum jasminoides</i>	Star Jasmine	Low	White	Evergreen, woody vine
<i>Lantana</i> varieties	Lantana	12" – 24"	Varies	Color Accent
<i>Leucophyllum frutescens</i>	Texas Ranger	6' -8'	Violet	Drought tolerant
<i>Chitalpa tashkentensis</i>	Tashkent Chitalpa	20' – 30'	White/ Lavender	Multi-trunk does well in highway conditions
<i>Olea europaea 'Swan Hill'</i>	Fruitless Olive	25' -30'	White	Single or Multi-stemmed Tree or Large Shrub.
<i>Phoenix canariensis</i>	Canary Island Palm	to 60'		Needs Maintenance Agreement for fronds
<i>Pinus canariensis</i>	Canary Island Pine	50' – 80'		Narrow Columnar Tree, Weeping Needles
<i>Quercus agrifolia</i>	Coast Live Oak	20' – 70'		Evergreen Must have good drainage
<i>Washingtonia filifera</i>	California Fan Palm	to 60'		Needs Maintenance Agreement for fronds
<i>Washingtonia robusta</i>	Mexican Fan Palm	to 100'		Needs Maintenance Agreement for fronds



Attachment: September 28, 2010 Report to City Council (3513 : STATE ROUTE 60/WORLD LOGISTICS CENTER PARKWAY INTERCHANGE -

Inert Materials

Typical Gravel Layout



Wide bands of gravel.

ROCK MULCH 1
COLOR: APACHE GOLD
SIZE: 3/4 " TO 2"
FROM BEATTY QUARRY OR APPROVED EQUAL



ROCK MULCH 2
COLOR: RUBY RED
SIZE: 3/4 " TO 2"
FROM WHITE HILLS QUARRY OR APPROVED EQUAL



ROCK MULCH 3
COLOR: "MODEC"
SIZE: 3/4 " TO 2"
FROM VEGAS QUARRY OR APPROVED EQUAL



Hardscape Design Objectives:

- Large bands of colored gravel within the interchange landscape areas to enhance theme.
- Gravel areas will connect to the bands of gravel mulch in the slope paving of the bridge structure.
- Low-growing ground cover shall be planted near and around the gravel area to preserve.

Gravel Design Objectives:

- Use colored gravel to create patterned and textured ground treatments that are aesthetically rich.
- Ground treatment should coordinate in size, texture, color, and aggregate mix with the surrounding landscape.

Benefits:

- Installing colored gravel is a low tech process that can be accomplished by any contractor and repaired by Maintenance crews with existing equipment. Gravels that match soils in the project site are usually locally available.
- One of the least expensive control treatments available.
- Requires minimal maintenance and allows for infiltration of storm water into the soil.



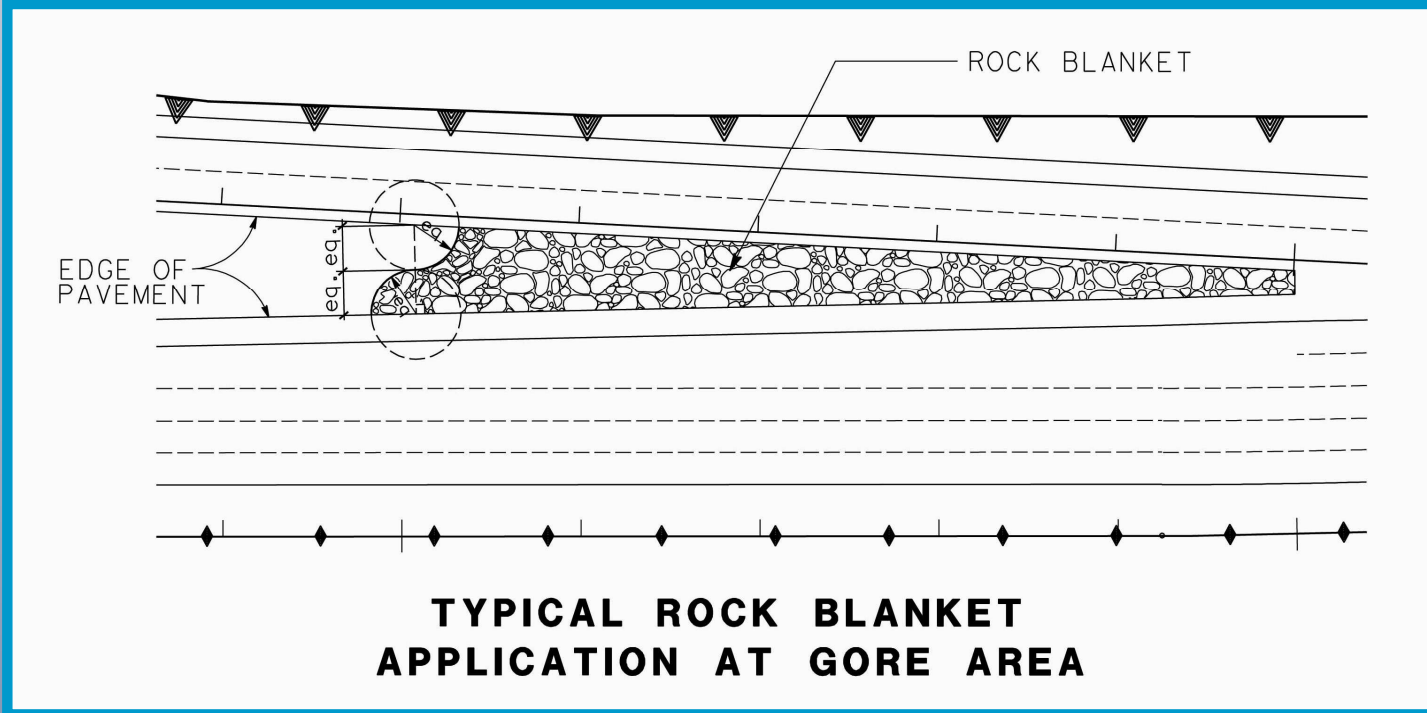
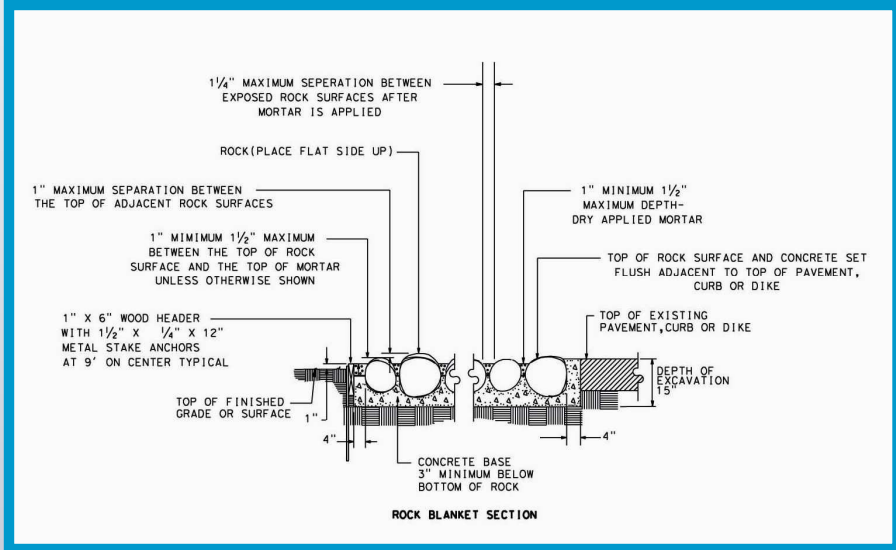
Hardscape

Hardscape Guidelines



Hardscape Design Objectives:

- The selected rock blanket material will establish a consistent order along the freeway shoulder through several segments.
- Rock blanket to be installed in gore areas per Caltrans standards include a 30 foot recovery zone.
- Rock blanket shall be in grey tones to match the existing rock blanket.
- Rock blanket in gore areas shall be in curved forms per plan.
- Rock blanket shall be used along shoulder ramps and gore areas.
- Pedestrian crosswalk, ramps, sidewalk and surface must comply with Title 24 Americans with Disabilities Act (ADA).
- Avoid leaving narrow unpaved spaces.
- Select ground treatment in all non-paved areas that meets both aesthetics and maintenance requirements.





Irrigation

Irrigation Design Guidelines

Irrigation Design

- Provide crossovers under roads and in bridge structure to be included in roadwork/structural projects for future water and electrical lines.
- Relocate irrigation controllers, backflow preventers, remote control valves and similar facilities to protected areas or adjacent to the right of way fence.
- Replace all obsolete irrigation components.
- Use non-potable water (wells, underground water, reclaimed water) suitable for irrigation when practical.
- Group all control valves (irrigation components, i.e., fillings, wires, spray heads, pipe, backflows, valves, etc.) together for easy access.
- Use remote irrigation control systems (RICS) to allow for effective water management.
- See Highway Design Manual Chapter 900.



Lighting

Highway Lighting

Freeway Lighting

On freeways, highway safety lighting should be installed at particular points in interchange areas. This lighting serves to illuminate areas of potential vehicle conflict and to delineate exit ramps, entrance ramps, and island noises.

Standard Lighting

The current lighting fixture found on Route 60 in the Moreno Valley City Limits is a standard Caltrans lighting treatment, the “Cobra” fixture, which provides lighting throughout the corridor to meet the safety requirements set by Caltrans.

Freeway Structure Lighting

Lighting under a freeway structure is considered warranted at the following locations:

- The lighting is for the purpose of illuminating lanes, deceleration lanes, weaving areas or walkways.
- It is a part of local street lighting.

Signature Lighting

- Through special lighting the driver is aware of a main entry to the city.
- Signature lighting to be typically used on City-jurisdiction bridges and roadways.
- Allow for special lighting on gateways.
- Establish an identity for Route 60 within Moreno Valley City Limits.

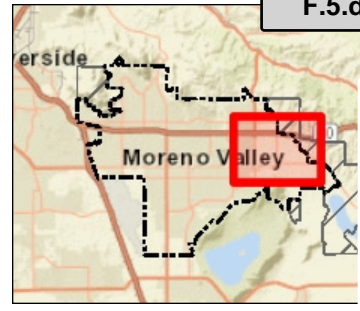
Level of Illumination for Underpasses:

Lighting should be bright enough to accommodate the needs of people with vision impairments and provide increased comfort levels for all pedestrians. Indirect lighting such as reflected off the underpass wall or ceiling minimizes shadow and glare, benefits users with vision impairment (FHWA).

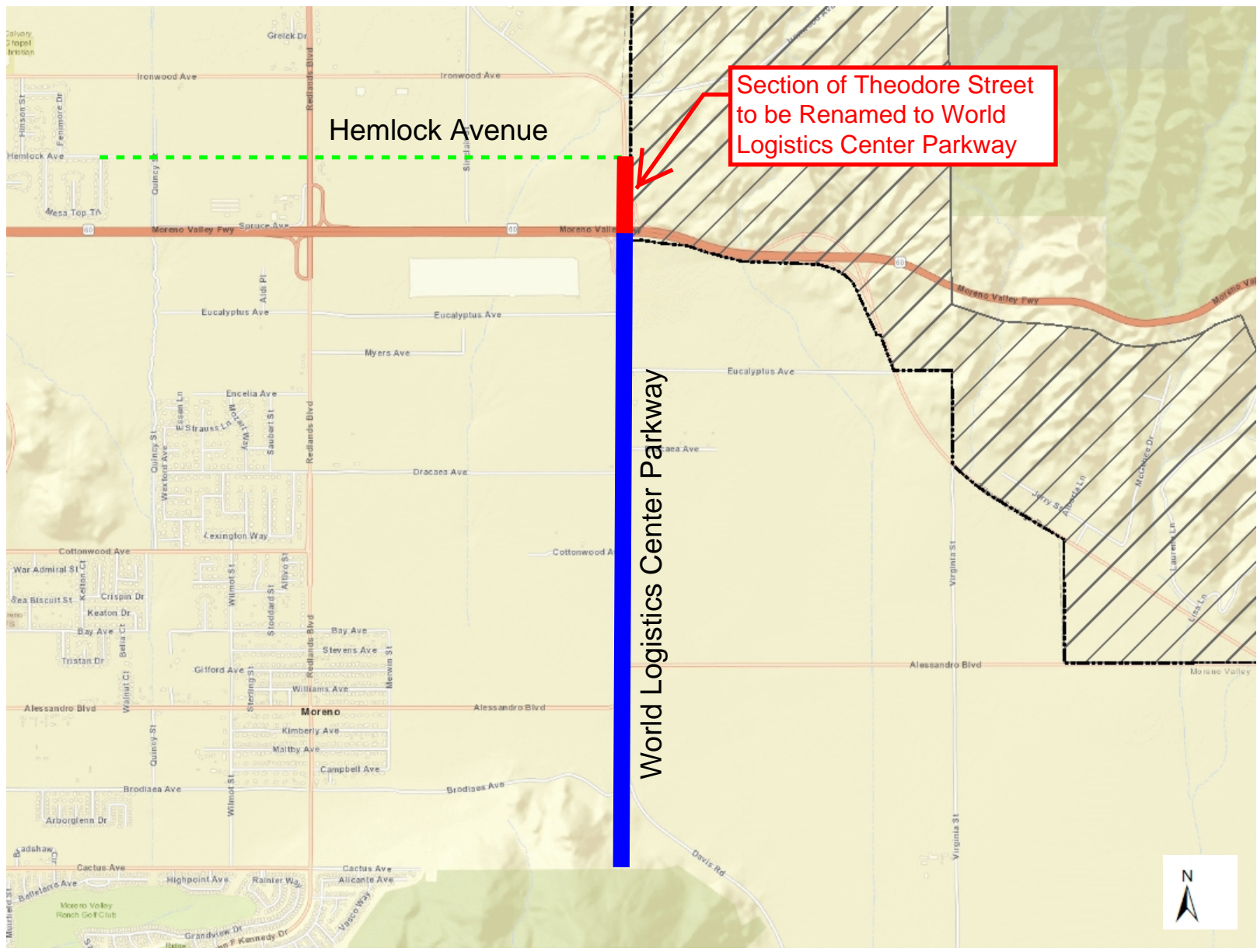




Proposed Street Renaming



Attachment: Proposed Street Renaming Exhibit (3513 : STATE ROUTE 60) WORLD LOGISTICS CENTER



Legend

- City Boundary
- Sphere of Influence



5,047.7 0 2,523.83 5,047.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

Print Date: 3/29/2019

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

Notes

RESOLUTION NO. 2019-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MODIFICATION TO HISTORICAL LANDMARK STREET NAME STATUS OF A PORTION OF THEODORE STREET AND RENAMING OF THAT PORTION OF THEODORE STREET TO WORLD LOGISTICS CENTER PARKWAY BEGINNING AT THE NORTHERN SIDE OF THE STATE HIGHWAY ROUTE 60 BRIDGE AND EXTENDING NORTHERLY APPROXIMATELY 1200 FEET TO HEMLOCK AVENUE

WHEREAS, Title 7 of the City of Moreno Valley Municipal Code has empowered the Environmental and Historical Preservation Board (“the Board”) to act on the designation of landmarks, structures of merit, preservation districts and neighborhood conservation areas within the City of Moreno Valley (“the City”), all pursuant to the procedures set forth in said Title 7; and

WHEREAS, on November 11, 1988 the Board (previously known as the Cultural Preservation Advisory Board) adopted Resolution CPAB 88-2 which designated Alessandro Boulevard as a historical name and landmark; and on December 7, 1989, the same board adopted Resolution CPAB 89-3 which gave landmark status to the other historic avenues and streets listed on the 1891 Bear Valley Historic Map, including Theodore Street; and

WHEREAS, in order for a change to any landmark street name to be considered, a request for repeal or modification of the historical landmark status must first be processed in accordance with Municipal Code Section 7.05.020; and

WHEREAS, on February 6, 2018 the City Council took necessary and proper actions to approve the declassification of historical landmark status of the street name for that portion of Theodore Street beginning at the northern portion of the freeway bridge over State Route 60 and extending southerly to approximately Cactus Avenue; and

WHEREAS, an extension of the prior City Council action taken at the February 6, 2018 City Council meeting to rename Theodore Street from the northern side of the State Highway Route 60 bridge approximately 1,200 feet northerly to proposed Hemlock Avenue is requested to expeditiously effectuate the changing of the freeway signage in the most cost effective manner; and

WHEREAS, this specific action has not been reviewed by the Board as the Board does not have an appointed quorum at this time. However, the Board reviewed

1
Resolution No. 2019-XX
Date Adopted: May 21, 2019

the prior declassification and renaming action from SR-60 to Cactus Avenue and voted to move forward the recommendation to the City Council; and

WHEREAS, on May 3, 2019 a 1/8 page Public Notice was published in the Press Enterprise Newspaper, advertising a duly noticed public hearing to be held before the City Council on May 21, 2019, regarding the proposed extension of the declassification of historical landmark status of the street name for a portion of Theodore Street, and name change; and

WHEREAS, written notice of the City Council's consideration of this action on May 21, 2019 was sent to all potentially impacted properties via a letter delivered via United States Postal Service post-marked on May 1, 2019; and

WHEREAS, on May 21, 2019 the City Council held a public meeting on this matter; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the modification to the historical landmark street name status, for an extended portion of Theodore Street has been determined to be exempt from the provisions of CEQA specifically by Section 15061(b)(3), General Rule "Common Sense" Exemption.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the City Council as follows:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to the City Council during the above-referenced meeting on May 21, 2019, including written and oral staff reports, public testimony and the record from the public hearing, and recommendations on the project, the City Council hereby specifically finds as follows:

1. Investigation – An investigation of facts bearing upon the proposed extension of the declassification of the landmark status of the Theodore Street name has been provided with sufficient information to permit the City Council to take action consistent with the intent and purpose of Title 7 of the Municipal Code.

FACT: A portion of Theodore Street from State Highway Route 60 south to Cactus Avenue was already declassified and renamed on February 6,

2
Resolution No. 2019-XX
Date Adopted: May 21, 2019

2018 in accordance with Municipal Code Section 7.05.020. The action on May 21, 2019 is based on the same facts and intent.

2. Designation – Theodore Street has special historical community value in the city. The proposed extension of the declassification of landmark status for an additional portion of the arterial will be made in a fashion that retains the historical community value of the Theodore name, which will be retained for that portion of the arterial from Hemlock Avenue to Ironwood Avenue.

FACT: Based upon the information presented in the Council report, the renaming of Theodore Street from the north of State Highway Route 60 to Hemlock Avenue will simplify and clarify the labeling of the State Highway Route 60 guide signs, enhancing safety and mobility in the area. The section of Theodore Street north of Hemlock Avenue will remain as a designated historical name and landmark.

3. Health, Safety and Welfare – The proposed extension of the declassification of landmark status of a portion of Theodore Street will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: On February 6, 2018, the declassification of landmark status and renaming of a portion of street had already been determined to be exempt from the provisions of CEQA specifically by Section 15061(b) (3), General Rule “Common Sense” Exemption. With certainty, there is no possibility that the extension of the declassification of landmark status and street name change for the additional portion of Theodore Street from State Highway Route 60 to Hemlock Avenue will have a significant effect on the environment.

BE IT FURTHER RESOLVED the City Council of Moreno Valley **HEREBY APPROVES** Resolution No. 2019-XX and thereby:

1. Certify that the proposed extension of the declassification of landmark status and renaming of Theodore Street from State Highway Route 60 northerly to Hemlock Avenue has been determined to not be a “project” as defined under State California Environmental Quality Act Guidelines Section 15061(b)(3), and therefore qualifies for a General Rule “Common Sense” Exemption; and
2. Adopt Resolution No. 2019-XX: A Resolution of the City Council of the City of Moreno Valley, California, approving the extension of the declassification of landmark status for the name Theodore Street for that

3
Resolution No. 2019-XX
Date Adopted: May 21, 2019

portion of the arterial from State Highway Route 60, north to Hemlock Avenue and approving the name change to World Logistics Center Parkway.

APPROVED AND ADOPTED this 21st day of May, 2019.

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

ATTEST:

Mayor

Pat Jacquez-Nares, CMC & CERA, City Clerk

APPROVED AS TO FORM:

Martin D. Koczanowicz, City Attorney

4
Resolution No. 2019-XX
Date Adopted: May 21, 2019

Attachment: Resolution No. 2019-XX [Revision 1] (3513 : STATE ROUTE 60/WORLD LOGISTICS CENTER PARKWAY INTERCHANGE - PROJECT

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2019-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21st day of May, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

5
Resolution No. 2019-XX
Date Adopted: May 21, 2019

Attachment: Resolution No. 2019-XX [Revision 1] (3513 : STATE ROUTE 60/WORLD LOGISTICS CENTER PARKWAY INTERCHANGE - PROJECT



Report to City Council

TO: Mayor and City Council

FROM: Richard J. Sandzimier, Community Development Director

AGENDA DATE: February 6, 2018

TITLE: THE DECLASSIFICATION OF LANDMARK STATUS OF THEODORE STREET FROM NORTH STATE HIGHWAY ROUTE 60, SOUTH TO CACTUS AVENUE AND RENAMING OF THAT SEGMENT. (RESO. NO. 2018-05)

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Certify that the proposed declassification of landmark status and renaming of Theodore Street (PEN18-0006) from the north portion of the freeway bridge over State Highway Route 60 southerly to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62) has been determined to not be a “project” as defined under State California Environmental Quality Act Guidelines Section 15061(b)(3), and therefore qualifies for a General Rule “Common Sense” Exemption; and
2. Approve Resolution No. 2018-05: A Resolution of the City Council of the City of Moreno Valley, California, approving the declassification of landmark status for the name Theodore Street (PEN18-0006) for that portion of the arterial from the north portion of the freeway bridge over State Highway Route 60 southerly to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62) and approving the name change to World Logistics Center Parkway.
3. Direct staff to implement the name change in a cost effective manner.

SUMMARY

This report recommends City Council approval of a Resolution authorizing the declassification of the “landmark” status of street name Theodore Street for a portion of Theodore from the State Highway Route 60 freeway bridge southerly to Cactus Avenue.

The report also recommends changing the name of that portion of arterial to World Logistics Center Parkway to recognize a project of national prominence that has been approved in that area.

As detailed in the application, the declassification of landmark status and name change would be applicable to the portion of the arterial that extends from the north portion of the freeway bridge over State Highway Route 60 southerly to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62)) (Attachment 1). The existing portion of Theodore Street that extends from the freeway interchange to the north is to remain as Theodore Street and would retain landmark status.

DISCUSSION

Members of the City Council requested consideration of a potential name change to a portion of Theodore Street in the eastern portion of the City. On January 9th, the City Council authorized staff to initiate the process prescribed under Municipal Code Section 7.05.020 to change the portion of Theodore south of State Highway Route 60 to World Logistics Center Parkway.

The Council also directed staff to submit an application for review by the Environmental and Historical Preservation Board (EHPB) to start the declassification of landmark status process for Theodore Street that extends from the north side of the State Route 60 freeway bridge southerly to approximately Cactus Avenue. The portions of Theodore north of State Route 60 would remain unchanged in landmark status of the street name.

As authorized by the City Council, an application (PEN18-0006) for modification to a portion of the street name Theodore Street was submitted to the Community Development Director on January 12, 2018. Given the landmark designation of the Theodore Street name, the application was presented to the city's Environmental and Historic Preservation Board on January 22, 2018.

ADVISORY BOARD/COMMISSION RECOMMENDATION

At the January 22, 2018 EHPB meeting, Board members received a detailed written staff report (Attachment 2) and a verbal overview of the proposed declassification of historical landmark status of the street name.

After discussion of the proposal and consideration of questions and answers and comments raised by the public, the EHPB voted 2-1 to recommend to the City Council that the proposal is exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15061(b)(3), General Rule "Common Sense" Exemption, and recommended that the City Council approve the proposed declassification of historical landmark status with an amendment adding "pending the beginning of the World Logistics Center project" to the motion.

ENVIRONMENTAL

The declassification of landmark status of only a portion of Theodore Street, in light of the retention of the historical landmark name status for the remaining portion of Theodore Street north of State Route 60, has been determined to be exempt from the provisions of CEQA specifically by Section 15061(b)(3), General Rule “Common Sense” Exemption. With certainty, there is no possibility that the proposed declassification of landmark status and street name change described above will have a significant effect on the environment. The declassification of landmark status and renaming of a portion of the street will not require any construction activities (other than modifications to or erection of new signage), will not change the use or intensity of the existing site in any way to create a physical environmental impact, and would not lead to any direct or reasonable foreseeable indirect physical environmental impacts. The retention of the Theodore Street name for a significant portion of the arterial where it extends northerly of State Route 60 sufficiently protects the integrity of the landmark status of that street name.

ALTERNATIVES

1. Conduct a public hearing, and take actions to certify that the proposed declassification of landmark status of the Theodore Street name is exempt from the CEQA, as a General Rule “Common Sense” exemption, and approve the declassification of the landmark status of the Theodore Street name beginning at the northern portion of the freeway bridge over State Route 60 and extending southerly to approximately Cactus Avenue, approve the name change to World Logistics Center Parkway and direct staff to implement the name change in a cost effective manner. *Staff recommends this alternative.*
2. Conduct a public hearing, and do not approve the recommended actions to certify the CEQA environmental determination for the project, or the declassification of the landmark status of the Theodore Street name beginning at the northern portion of the freeway bridge over State Route 60 and extending southerly to approximately Cactus Avenue. *This alternative is not recommended.*

FISCAL IMPACT

Not applicable.

NOTIFICATION

In accordance with Section 9.02.200 of the Municipal Code, a 1/8 page public notice was published in the Press Enterprise newspaper on January 26, 2018 for the February 6, 2018 public hearing (Attachment 3).

PREPARATION OF STAFF REPORT

Prepared By:
Claudia Manrique
Associate Planner

Department Head Approval:
Richard J Sandzimier
Acting Community Development Director

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 1.6: Establish Moreno Valley as the worldwide model in logistics development.

ATTACHMENTS

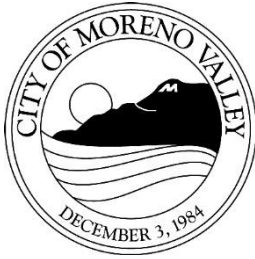
- 1. Map of Theodore Street
- 2. EHPB Staff Report 1-22-18
- 3. Public Hearing Notice
- 4. Resolution 2018-

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/31/18 1:55 PM
City Attorney Approval	<u>✓ Approved</u>	2/01/18 7:22 AM
City Manager Approval	<u>✓ Approved</u>	2/01/18 1:49 PM

Attachment: Feb 6, 2018 Report to City Council (3513 : STATE ROUTE 60/WORLD LOGISTICS CENTER PARKWAY INTERCHANGE - PROJECT

RESULT: **APPROVED [3 TO 2]**
MOVER: Victoria Baca, Mayor Pro Tem
SECONDER: Ulises Cabrera, Council Member
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera
NAYS: David Marquez, Jeffrey J. Giba



REPORT TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD

Meeting Date: January 22, 2018

CONSIDER AND RECOMMEND TO THE CITY COUNCIL THE DECLASSIFICATION OF LANDMARK STATUS OF THEODORE STREET FROM NORTH STATE HIGHWAY ROUTE 60, SOUTH TO CACTUS AVENUE.

Case: PEN18-0006

Applicant: City of Moreno Valley

Representative: Community Development Department

Location: State Highway Route 60, south to Cactus Avenue

Case Planner: Claudia Manrique

SUMMARY

On January 9, 2018 the City Council took action and directed the initiation of the process under Municipal Code Section 7.05.020 to declassify the current “landmark” status street name for Theodore Street from North State Highway Rout 60, South to Cactus Avenue in the eastern portion of the City for City Council consideration of potential name change to World Logistics Center Parkway. The proposed new name is intended to bring enhanced recognition and awareness to the World Logistics Center development project that has been approved on the approximate 2,600 acres of land south of State Route 60 in the area of the currently named Theodore Street interchange. As proposed in the application, the name change would be applicable to that portion of the arterial that extends from the north portion of the freeway bridge over State Highway Route 60 southerly to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62)) (Attachment 1). The existing portion of Theodore Street that extends from the freeway interchange to the north is to remain as Theodore Street. As a street name with designated “landmark” status, the proposed declassification or modification of the Landmark status is to be reviewed by the Environmental and Historical Preservation Board (EHPB) as set forth in Section 7.05 of the City of Moreno

Valley Municipal Code. The EHPB is to forward a recommendation to the City Council for a final decision.

DISCUSSION

On November 11, 1988 the City's prior Cultural Preservation Advisory Board adopted Resolution CPAB 88-2 which designated Alessandro Boulevard as a historical name and landmark. On December 7, 1989, the same board adopted Resolution CPAB 89-3 which gave landmark status to the other historic avenues and streets listed on the 1891 Bear Valley Historic Map, including Theodore Street.

In order for a change of name to be made, an application for repeal or modification of the historical landmark status must be considered and processed in accordance with Municipal Code Section 7.05.020. As authorized by the City Council, an application requesting modification to a portion of the street name Theodore Street was submitted to the Community Development Director on January 12, 2018, requesting that the portion of the street extending from the north portion of the freeway bridge at State Route 60 southerly to approximately Cactus Avenue be changed to World Logistics Center Parkway, and therefore the landmark status of the street name for this portion of arterial road is being recommended to be declassified. The application has been agendized for consideration by the EHPB at this special meeting on January 22, 2018.

ENVIRONMENTAL

The declassification of landmark status of only a portion of Theodore Street, in light of the retention of the historical landmark name status for the remaining portion of Theodore Street north of State Route 60, has been determined to be exempt from the provisions of CEQA specifically by Section 15061(b)(3), General Rule "Common Sense" Exemption. With certainty, there is no possibility that the proposed declassification of landmark status and street name change described above will have a significant effect on the environment. The declassification of landmark status and renaming of a portion of the street will not require any construction activities (other than modifications to or erection of new signage), will not change the use or intensity of the existing site in any way to create a physical environmental impact, and would not lead to any direct or reasonable foreseeable indirect physical environmental impacts. The retention of the Theodore Street name for a significant portion of the arterial where it extends northerly of State Route 60 sufficiently protects the integrity of the landmark status.

NOTIFICATION

Written notice of the City Council's consideration of this matter on January 9, 2018 and consideration by the Environmental and Historic Preservation Board on January 22, 2018 was sent to all potentially impacted properties via letter delivered via United States Postal Service on December 29, 2017. The Agenda for this meeting was posted in

accordance with the Brown Act. The City Council's deliberation on the recommendation from the EHPB shall be noticed and published as a Public Hearing.

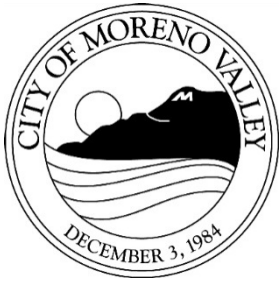
STAFF RECOMMENDATION

Staff recommends that the Environmental and Historical Preservation Board recommend to the City Council:

1. That PEN18-0006, modification to the historical landmark street name status for a portion of Theodore Street is exempt from the provisions of CEQA specifically by Section 15061(b)(3), General Rule "Common Sense" Exemption, and
2. Approval of PEN18-0006, the proposed declassification of historical landmark status of the street name for that portion of Theodore Street beginning at the northern portion of the freeway bridge over State Route 60 and extending southerly to approximately Cactus Avenue.

Prepared by:
Claudia Manrique-Miklusek
Associate Planner

Approved by:
Richard J. Sandzimier
Acting Community Development Director



**NOTICE
OF
CITY COUNCIL PUBLIC HEARING**

THE CITY COUNCIL WILL CONSIDER THE
DECLASSIFICATION OF LANDMARK STATUS OF
THEODORE STREET FROM NORTH STATE HIGHWAY
ROUTE 60, SOUTH TO CACTUS AVENUE AND
RENAMING OF THAT SEGMENT.

The proposed declassification of landmark status and name change (PEN18-0006) would be applicable to that portion of the arterial that extends from the north portion of the freeway bridge over State Highway Route 60 southerly to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62)). The existing portion of Theodore Street that extends from the freeway interchange to the north is to remain as Theodore Street and retain designated landmark status.

The declassification of landmark status and renaming of the street has been determined to not be a "project" as defined under State CEQA Guidelines section 15061(b)(3), General Rule "Common Sense" Exemption. The renaming of a portion of the street will not require any construction activities (other than modifications to or erection of new signage), will not change the use or intensity of the existing site in any way to create a physical environmental impact, and would not lead to any direct or reasonable foreseeable indirect physical environmental impacts.

Any person interested in the proposal may speak at the hearing or provide written testimony at or prior to the hearing. Any person interested in the proposed project may contact Claudia Manrique, Associate Planner at (951) 413-3225 or at the Community Development Department at 14177 Frederick Street, Moreno Valley, California, 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), or you may telephone (951) 413-3206 for further information.

If you challenge this item in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

**Tuesday, February 6, 2018
6:00 P.M.
City Council Chambers
14177 Frederick Street
Moreno Valley, CA 92552-0805**

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 Guy Pegan, ADA Coordinator, at 951.413.3120 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.

RESOLUTION NO. 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PEN18-0006, A MODIFICATION TO HISTORICAL LANDMARK STREET NAME STATUS OF A PORTION OF THEODORE STREET AND RENAMING OF THAT PORTION OF THEODORE STREET TO WORLD LOGISTICS CENTER PARKWAY BEGINNING AT THE NORTHERN SIDE OF THE STATE HIGHWAY ROUTE 60 BRIDGE AND EXTENDING SOUTHERLY TO CACTUS AVENUE

WHEREAS, Title 7 of the City of Moreno Valley Municipal Code has empowered the Environmental and Historical Preservation Board (“the Board”) to act on the designation of landmarks, structures of merit, preservation districts and neighborhood conservation areas within the City of Moreno Valley (“the City”), all pursuant to the procedures set forth in said Title 7; and

WHEREAS, on November 11, 1988 the Board (previously known as the Cultural Preservation Advisory Board) adopted Resolution CPAB 88-2 which designated Alessandro Boulevard as a historical name and landmark; and on December 7, 1989, the same board adopted Resolution CPAB 89-3 which gave landmark status to the other historic avenues and streets listed on the 1891 Bear Valley Historic Map, including Theodore Street; and

WHEREAS, in order for a change to any landmark street name to be considered, an application for repeal or modification of the historical landmark status must first be processed in accordance with Municipal Code Section 7.05.020; and

WHEREAS, the City’s Public Works Department, as authorized by the City Council, submitted application PEN18-0006 to the Community Development Director (“the Director”) as required by Section 7.05.020; and

WHEREAS, the Director of Community Development caused an investigation of the application to be made and filed with the Board a report thereon, a copy of which report is available for inspection at the office of the Planning Division of the City; and

WHEREAS, written notice of the City Council’s consideration of this matter on January 9, 2018 and consideration by the Board on January 22, 2018 was sent to all potentially impacted properties via a letter delivered via United States Postal Service on December 29, 2017; and

WHEREAS, on January 22, 2018, the Board held a public meeting to consider application number PEN18-0006. The Board received and considered a complete staff report, verbal presentation, public input and staff responses to the Board’s questions

regarding proposal. The Board took all public testimony from the public speakers before voting 2-1 to move forward the amended recommendation to the City Council for approval of PEN18-0006, the proposed declassification of historical landmark status of the street name for that portion of Theodore Street beginning at the northern portion of the freeway bridge over State Route 60 and extending southerly to approximately Cactus Avenue, pending the beginning of the World Logistics Center project; and

WHEREAS, on January 26, 2018 a 1/8 page Public Notice was published in the Press Enterprise Newspaper, advertising a duly noticed public hearing to be held before the City Council on February 6, 2018, regarding the proposed declassification of historical landmark status of the street name for a portion of Theodore Street, and name change; and

WHEREAS, on February 6, 2018, the City Council conducted a public hearing to consider the project application and the recommendation of the EHPB prepared for the project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the modification to the historical landmark street name status, for a portion of Theodore Street has been determined to be exempt from the provisions of CEQA specifically by Section 15061(b)(3), General Rule "Common Sense" Exemption.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the City Council as follows:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to the City Council during the above-referenced meeting on February 6, 2018, including written and oral staff reports, public testimony and the record from the public hearing, and recommendations on the project, the City Council hereby specifically finds as follows:

1. Investigation – An investigation of facts bearing upon the proposed declassification of the landmark status of the Theodore Street name has been provided with sufficient information to permit the City Council to take action consistent with the intent and purpose of Title 7 of the Municipal Code.

FACT: A report was prepared for the January 22, 2018 Board meeting in accordance with Municipal Code Section 7.05.020, and the materials were provided to the City Council for consideration of this matter.

2
Resolution No. 2018-XX
Date Adopted: February 6, 2018

The declassification of the landmark status of the Theodore Street name for the portion of Theodore Street from north State Route 60 southerly to approximately Cactus Avenue is a necessary process to consider the subsequent renaming of that portion of arterial. The renaming of Theodore Street from the north of State Highway Route 60, south to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62) to World Logistics Center Parkway promotes the World Logistics Center Specific Plan area, bringing economic benefit to the local economy. The section of Theodore Street north of State Highway Route 60 will remain as a designated historical name and landmark.

2. Designation – Theodore Street has special historical community value in the city. The proposed declassification of landmark status for only a portion of the arterial will be made in a fashion that retains the historical community value of the Theodore name which will be retained for that portion of the arterial north of State Route 60.

FACT: Based upon the information presented in the report, the renaming Theodore Street from the north of State Highway Route 60, south to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62) to World Logistics Center Parkway promotes the World Logistics Center Specific Plan area, bringing economic benefit to the local economy. The section of Theodore Street north of State Highway Route 60 will remain as a designated historical name and landmark.

3. Health, Safety and Welfare – The proposed declassification of landmark status of a portion of Theodore Street will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The declassification of landmark status and renaming of a portion of street has been determined to be exempt from the provisions of CEQA specifically by Section 15061(b) (3), General Rule “Common Sense” Exemption. With certainty, there is no possibility that the proposed declassification of landmark status and street name change may have a significant effect on the environment. The renaming of a street will not require any construction activities, change the use or intensity of the existing site to create a physical environmental impact, and would not lead to any direct or reasonable foreseeable indirect physical environmental impacts.

BE IT FURTHER RESOLVED the City Council of Moreno Valley **HEREBY APPROVES** Resolution No. 2018-01 and thereby:

3
Resolution No. 2018-XX
Date Adopted: February 6, 2018

1. Certify that the proposed declassification of landmark status and renaming of Theodore Street (PEN18-0006) from the north portion of the freeway bridge over State Highway Route 60 southerly to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62) has been determined to not be a "project" as defined under State California Environmental Quality Act Guidelines Section 15061(b)(3), and therefore qualifies for a General Rule "Common Sense" Exemption; and
2. Approve Resolution No. 2018-XX: A Resolution of the City Council of the City of Moreno Valley, California, approving the declassification of landmark status for the name Theodore Street (PEN18-0006) for that portion of the arterial from the north portion of the freeway bridge over State Highway Route 60 southerly to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62) and approving the name change to World Logistics Center Parkway.

APPROVED AND ADOPTED this 6th day of February, 2018.

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

ATTEST:

 Mayor

 Pat Jacquez-Nares, CMC & CERA, City Clerk

APPROVED AS TO FORM:

 Martin D. Koczanowicz, City Attorney

4
 Resolution No. 2018-XX
 Date Adopted: February 6, 2018

Attachment: Feb 6, 2018 Report to City Council (3513 : STATE ROUTE 60/WORLD LOGISTICS CENTER PARKWAY INTERCHANGE - PROJECT

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2018-XX 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 February, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

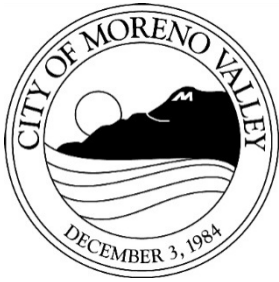
(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

5
Resolution No. 2018-XX
Date Adopted: February 6, 2018

Attachment: Feb 6, 2018 Report to City Council (3513 : STATE ROUTE 60/WORLD LOGISTICS CENTER PARKWAY INTERCHANGE - PROJECT



**NOTICE
OF
CITY COUNCIL PUBLIC HEARING**

*****REVISED DATE MAY 21, 2019*****

THE CITY COUNCIL WILL CONSIDER THE
DECLASSIFICATION OF LANDMARK STATUS OF
THEODORE STREET FROM STATE HIGHWAY
ROUTE 60, NORTH TO HEMLOCK AVENUE AND
RENAMING OF THAT SEGMENT.

The proposed declassification of landmark status and name change would be applicable to that portion of the arterial that extends from the north portion of the freeway bridge over State Highway Route 60 to Hemlock Avenue. The existing portion of Theodore Street that extends from Hemlock Avenue to the north is to remain as Theodore Street and retain designated landmark status.

The declassification of landmark status and renaming of the street has been determined to not be a "project" as defined under State CEQA Guidelines section 15061(b)(3), General Rule "Common Sense" Exemption. The renaming of a portion of the street will not require any construction activities (other than modifications to or erection of new signage), will not change the use or intensity of the existing site in any way to create a physical environmental impact, and would not lead to any direct or reasonable foreseeable indirect physical environmental impacts.

Any person interested in the proposal may speak at the hearing or provide written testimony at or prior to the hearing. Any person interested in the proposal may contact Margery Lazarus, Senior Engineer P.E., at (951) 413-3133 or at the Public Works Department at 14177 Frederick Street, Moreno Valley, California, 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), or you may telephone (951) 413-3100 for further information.

If you challenge this item in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

*****Revised Date: Tuesday, May 21, 2019*****

6:00 P.M.

**City Council Chambers
14177 Frederick Street
Moreno Valley, CA 92552-0805**

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 Guy Pegan, ADA Coordinator, at 951.413.3120 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.



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

AGENDA DATE: May 21, 2019

TITLE: PUBLIC HEARING TO CONFIRM A DIAGRAM AND ASSESSMENTS FOR LIGHTING MAINTENANCE DISTRICT NO. 2014-01 FOR FISCAL YEAR 2019/20 (RESO NO. CSD 2019-__)

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Conduct the Public Hearing on the proposed levy of real property assessments for Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
2. Adopt Resolution No. CSD 2019-___, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Confirming a Diagram and Assessments for Fiscal Year 2019/20 in Connection with Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
3. Authorize the Chief Financial Officer to adjust the proposed assessments in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the assessments were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied assessments do not exceed the maximum assessments and are in compliance with the formation documents for the district.

SUMMARY

This report recommends the Board of the Moreno Valley Community Services District (“CSD Board”) conduct a Public Hearing and consider adoption of the proposed resolution which confirms the diagram (i.e. map) and authorizes the levy of assessments on the fiscal year (FY) 2019/20 property tax roll for Moreno Valley Community Services District Lighting Maintenance District No. 2014-01 (“LMD No. 2014-01” or “District”).

The proposed FY 2019/20 assessments are a continuation of the real property assessments currently levied on the property tax bills. There are no increases proposed to the assessments other than an annual inflationary adjustment, provided the property owners previously approved such adjustment. Revenue received from the assessments partially funds the street lighting services provided by the District. The Finance Subcommittee was scheduled to review the proposed FY 2019/20 maximum and applied assessments at its March 26, 2019 meeting.

DISCUSSION

On May 27, 2014, the CSD adopted its Resolution No. CSD 2014-08, establishing LMD No. 2014-01 (formerly Zone B, residential street lighting). Property owners of parcels within the District pay a special assessment as part of their annual property tax bill. Revenue received from the assessments funds a majority of the Special Benefit costs, as defined in the Assessment Engineer’s Report (“Report”), to maintain, service, and operate street lights located within the District.

Parcels within the District are included in one of three benefit zones based on the Special Benefit the property receives from the District improvements. The bulk of the parcels are located in either Zone 01 or Zone 02. These zones are defined separately for administrative purposes. Zone 01 includes parcels where the assessment is is not subject to an annual inflationary adjustment. Zone 02 includes parcels where the assessment is subject to an annual inflationary adjustment based on the Consumer Price Index. The level of service is substantially identical in the two zones and the ratio of the number of lights to the number of parcels is substantially the same.

Zone 03 includes the 65 residential parcels in Tract 21958 (immediately north of SR 60 freeway, east of Nason Street, west of Oliver Street). This tract was developed with a substantially lower street light density (i.e. street lights are spaced farther apart than those found in Zone 01 and Zone 02). As a result, the costs to provide the Special Benefit to the parcels in Tract 21958 is substantially less than the cost of providing the street lighting Special Benefit elsewhere in the District. Therefore, the assessment for parcels in Zone 03 is less than Zones 01 and 02.

The Landscaping and Lighting Act of 1972 requires the CSD Board conduct proceedings each year prior to levying assessments, which includes conducting a Public Hearing and adopting the proposed resolution (Attachment 1). On April 2, 2019, the CSD Board adopted resolutions to initiate the annual proceedings for the FY 2019/20 levy and approves the Report for the District (Attachment 2).

The Report includes a description of the improvements within the District, the estimated annual expenses, the method of assessment apportionment for each lot or parcel within the District boundaries, and a diagram showing the parcels within the zones that make up the District.

The Report also provides an analysis of the District's annual financial status. It separates and apportions the cost of Special Benefit to the benefitting properties, the cost of General Benefit, and other costs funded by the General Fund. The budget in the Report identifies, by zones, the number of parcels within the zones that can be assessed and the proposed assessments to levy on the FY 2019/20 property tax bills. It also accounts for the purchase of the Southern California Edison street lights and their retrofit to energy efficient lighting. In Zone 02, where the property owners have previously authorized an annual inflationary adjustment, the proposed assessment will increase by 3.24% (\$0.90/parcel) from the 2018/19 fiscal year rate. Otherwise, the proposed assessments remain unchanged.

Costs considered to be of General Benefit, as defined in the Report, are not allowed to be assessed to properties and therefore are apportioned as a General Fund expense. General Benefit refers to the benefit the general public receives from the improvements in the District. The FY 2019/20 General Benefit obligation is \$29,370.00.

The maximum assessment amounts and other District revenues (e.g. interest, property taxes, etc.) are not sufficient to cover the full cost of the Special Benefit provided to the respective parcels. Therefore, the Report also identifies a projected budget shortfall of \$357,430.00. The City's FY 2019/20 adopted Operating Budget includes a \$386,800.00 General Fund contribution, which includes the General Benefit obligation and the projected budget shortfall.

The preliminary assessment roll identifies each parcel and its assessment for the District. It is available from the City Clerk's office and accessible from the City's website (www.moval.org/sf). The table in the Fiscal Impact section of this report lists the FY 2019/20 proposed assessment rates for each zone.

This action meets the Strategic Plan Priorities by managing and maximizing Moreno Valley's public infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery.

ALTERNATIVES

1. Conduct the Public Hearing and approve the recommended actions as presented. *Staff recommends this alternative as it will allow for collection of revenue necessary to support the services the District was created to provide.*
2. Conduct the Public Hearing and do not approve the recommended actions

are presented. *Staff does not recommend this alternative as it may prevent the City from levying the FY 2019/20 assessments and collecting the funding to support the services of the District.*

3. Open the Public Hearing but continue consideration of the remaining recommendations to a future City Council meeting. *Staff does not recommend this alternative as it may prevent the City from meeting the County's deadline to include the assessment on the FY 2019/20 property tax roll.*

FISCAL IMPACT

For FY 2019/20, the total projected expenditures for the District is \$1,505,105.36. The property assessments are projected to generate \$962,405.04 in revenue. Other revenue sources to the District (e.g. property tax revenues, advanced energy fees for new installations, etc.), fund balance, and a contribution from the General Fund are programmed to fund the difference between the projected expenditures and assessment revenue.

The City's FY 2019/20 adopted Operating Budget includes a total General Fund contribution of \$386,800.00. This includes the required General Benefit cost (\$29,370.00) and General Fund subsidy (\$357,430.00). Funds received for the benefit of the District are restricted and can only be used to fund the operation of the District.

Property owners pay the LMD No. 2014-01 assessment as part of their annual property tax bill. The Report recommends maintaining the assessment for Zone 01 and Zone 03 at the FY 2018/19 rates, while increasing the Zone 02 assessment by the property owner authorized annual inflationary adjustment for FY 2019/20, an increase of \$0.90/parcel.

Zone	<u>FY 2018/19</u>		<u>Proposed FY 2019/20</u>				Total Assessment Revenue
	Max Rate	Applied Rate	Max Rate ¹	Applied Rate ²	Annual Adjustment to Max Rate ¹	Change in Applied Rate	
Zone 01	\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00	0.00%	\$ -	\$ 752,238.00
Zone 02	28.26	28.26	29.17	29.16	3.24%	0.90	209,777.04
Zone 03	6.00	6.00	6.00	6.00	0.00%	-	390.00
Total Projected Assessment Revenue							\$ 962,405.04
<small>¹Property owner approved inflationary adjustment to max rate based on percentage change calculated for the prior year in the Los Angeles-Long Beach-Anaheim Regional Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics. 3.24% applied to FY 2018/19 maximum rate of \$28.26 to determine the FY 2019/20 maximum rate of \$29.17. Actual % increase could be less due to rounding.</small>							
<small>²Riverside County requires fixed charges (i.e. assessments) to be even numbers.</small>							

Third party costs associated with the annual levy approval process and preparation of the Report for LMD No. 2014-01 are projected not to exceed \$2,500.00. Third party services include a consultant assessment engineer consultant, special legal counsel, and publication of a legal notice. These costs are included in the City's FY 2018/19 adopted Operating Budget for LMD No. 2014-01.

NOTIFICATION

The Public Hearing notice was published in The Press-Enterprise on Thursday, May 9, 2019 in compliance with Streets & Highways Code Section 22626.

PREPARATION OF STAFF REPORT

Prepared By:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Michael L. Wolfe, 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.

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

ATTACHMENTS

- 1. Resolution Confirming Assessments
- 2. LMD 2014-01 Assessment Engineer's Report

APPROVALS

Budget Officer Approval	<u> ✓ Approved </u>	5/08/19 5:46 PM
City Attorney Approval	<u> ✓ Approved </u>	5/14/19 11:04 AM

City Manager Approval

✓ Approved

5/14/19 11:09 AM

RESOLUTION NO. CSD 2019-__

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENTS FOR FISCAL YEAR 2019/20 IN CONNECTION WITH MORENO VALLEY COMMUNITY SERVICES DISTRICT LIGHTING MAINTENANCE DISTRICT NO. 2014-01

WHEREAS, pursuant to Government Code Section 61122(e), the Moreno Valley Community Services District (the "CSD") is authorized to levy benefit assessments for operations and maintenance pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, by its Resolution No. CSD 2014-08, adopted on May 27, 2014, the Board of Directors, pursuant to the Act, established the Moreno Valley Community Services District Lighting Maintenance District No. 2014-01 (the "Assessment District") to fund street lighting services through the levy of an annual assessment against real property; and

WHEREAS, by its Resolution No. CSD 2019-03, adopted on April 2, 2019, the Board of Directors initiated proceedings to levy the fiscal year (FY) 2019/20 assessment against real property in the Assessment District and directed the City Engineer, to prepare and file, or cause to be prepared and filed a report pursuant to Section 22565 *et seq.* of the Act with respect to said levy; and

WHEREAS, the City Engineer has designated Webb Municipal Finance, LLC as assessment engineer (the "Assessment Engineer"); and

WHEREAS, the Assessment Engineer has prepared and filed a report entitled "Annual Engineer's Report Fiscal Year 2019/20, Moreno Valley Community Services District Lighting Maintenance District No. 2014-01" (the "Report"), which is on file in the Office of the Secretary of the CSD (the Office of the City Clerk of the City of Moreno Valley), is available for public inspection, and is incorporated herein by reference; and

WHEREAS, by its Resolution No. CSD 2019-04, adopted on April 2, 2019, the Board of Directors approved the Report as filed; and

WHEREAS, by its Resolution No. CSD 2019-05, adopted on April 2, 2019, the Board of Directors declared its intention to levy an assessment against real property in the Assessment District for FY 2019/20 and scheduled a public hearing (the "Public Hearing") regarding that levy for May 21, 2019 at 6:00 p.m. or as soon thereafter as practical, in the City Council Chamber located at 14177 Frederick Street, Moreno Valley, California 92553; and

1
Resolution No. CSD 2019-__
Date Adopted: May 21, 2019

WHEREAS, notice of the Public Hearing was published in the manner set forth in Section 22626(a) of the Act; and

WHEREAS, at the appointed time and place, the Board of Directors held the Public Hearing; and

WHEREAS, at the Public Hearing, all interested persons were afforded the opportunity to hear and be heard and there was no majority protest; and

WHEREAS, having considered all oral statements and all written protests made or filed at the Public Hearing, the Board of Directors desires to levy the proposed assessment for FY 2019/20.

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 foregoing recitals are true and correct and incorporated herein by this reference.
2. Assessment. The diagram and assessments incorporated into the Report are hereby confirmed. This action constitutes the levy of the assessments for FY 2019/20. Staff is directed to transmit the assessments to the Riverside County Auditor and to cause the assessments to be collected at the same time and in the same manner as county taxes are collected.
3. Modifications. The Chief Financial Officer is authorized to adjust the assessments levied on the property tax roll in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the assessments were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied assessments do not exceed the maximum assessments, and are in compliance with the formation documents for the Assessment District.
4. Provision of Services. Nothing in the description of services or any Resolution of the Board of Directors shall be construed as committing the CSD to provide all of the proposed services. The provision of services shall be subject to the availability of sufficient funding through the collection of assessment revenue within each zone of the Assessment District.
5. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the Board of Directors declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

- 6. Certification. The Secretary of the Board/City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.
- 7. Effective Date. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED this 21st day of May, 2019.

 By:
 Acting in the capacity of President of the
 Moreno Valley Community Services District

ATTEST:

 City Clerk, acting in the capacity of
 Secretary of the Moreno Valley
 Community Services District

APPROVED AS TO FORM:

 City Attorney, acting in the capacity
 of General Counsel of the Moreno
 Valley Community Services District

3
 Resolution No. CSD 2019-____
 Date Adopted: May 21, 2019

Attachment: Resolution Confirming Assessments (3420 : PUBLIC HEARING TO CONFIRM A DIAGRAM AND ASSESSMENTS FOR LIGHTING

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2019-__ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 21st day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2019-__⁴
Date Adopted: May 21, 2019

Attachment: Resolution Confirming Assessments (3420 : PUBLIC HEARING TO CONFIRM A DIAGRAM AND ASSESSMENTS FOR LIGHTING



Annual Engineer's Report

Fiscal Year 2019/20

Moreno Valley Community Services District

Lighting Maintenance District No. 2014-01

Prepared For



May 2019



Attachment: LMD 2014-01 Assessment Engineer's Report (3420 : PUBLIC HEARING TO CONFIRM A DIAGRAM AND ASSESSMENTS FOR

ENGINEER’S REPORT
FOR THE ANNUAL LEVY
FOR FISCAL YEAR 2019/20

MORENO VALLEY COMMUNITY SERVICES DISTRICT

COUNTY OF RIVERSIDE

STATE OF CALIFORNIA

LIGHTING MAINTENANCE DISTRICT NO. 2014-01

Approved by the Board of Directors of the Moreno Valley Community Services District
on the _____ day of _____, 2019.

Secretary of the Board of Directors

Attachment: LMD 2014-01 Assessment Engineer's Report (3420 : PUBLIC HEARING TO CONFIRM A DIAGRAM AND ASSESSMENTS FOR

Table of Contents

Engineer’s Report _____ i

Sections

Section 1.	Plans and Specifications _____	1
Section 2.	Method of Apportionment _____	3
Section 3.	Estimate of Costs _____	8
Section 4.	District Diagrams _____	12
Section 5.	Assessment Roll _____	16

Tables

Table 3-1.	Fiscal Year 2019/20 Budget _____	10
Table 3-2.	Fiscal Year 2019/20 Assessment Rates _____	11

Diagrams

Diagram 4-1.	Zone 01 _____	13
Diagram 4-2.	Zone 02 _____	14
Diagram 4-3.	Zone 03 _____	15

Attachment: LMD 2014-01 Assessment Engineer's Report (3420 : PUBLIC HEARING TO CONFIRM A DIAGRAM AND ASSESSMENTS FOR

AGENCY: MORENO VALLEY COMMUNITY SERVICES DISTRICT,
RIVERSIDE COUNTY, CALIFORNIA

PROJECT: ANNUAL ENGINEER'S REPORT STATEMENT

DISTRICT: LIGHTING MAINTENANCE DISTRICT NO. 2014-01

TO: THE MORENO VALLEY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

I, Matthew E. Webb, a Professional Civil Engineer (employed by Albert A. Webb Associates and retained through an agreement between Webb Municipal Finance, LLC and my employer), acting on behalf of the Moreno Valley Community Services District (CSD), pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 et seq.) (the "1972 Act"), do hereby submit the following:

Each fiscal year, an Engineer's Report ("Report") is prepared and presented to the CSD Board of Directors (the "Board") describing the CSD Lighting Maintenance District No. 2014-01 (the "District"), any changes to the District or improvements, an estimate of the costs of the maintenance, operations, and servicing of the improvements, and the proposed budget and assessments for that fiscal year.

This is the detailed Report for Fiscal Year (FY) 2019/20 regarding the District and the proposed assessments to be levied on the properties therein to provide ongoing funding for the costs and expenses required to service and maintain lighting improvements associated with and resulting from development of properties within the District, in accordance with the proportional special benefits the properties receive from the improvements. The CSD requested Webb Municipal Finance, LLC to prepare and file the Report for the referenced fiscal year.

A public hearing is held each year before the Board to allow the public an opportunity to hear and be heard regarding the District. Following consideration of all public comments and written protests at the noticed public hearing, and review of the Report, the Board may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the Board shall order the levy and collection of assessments for FY 2019/20. In such case, the levy information will be submitted to the Riverside County Auditor/Controller and included as assessments on the property tax roll for the various services provided in FY 2019/20.

In November 1996, the voters of California adopted Proposition 218 (the "Right to Vote on Taxes Act"), which has been codified as Articles XIII C and XIII D of the California Constitution. If, in any year, the proposed annual assessments for the District exceed the maximum assessments previously approved in a Proposition 218 proceeding (or grandfathered under Proposition 218), such an assessment would be considered a new or increased assessment and be confirmed through a mailed property owner protest ballot proceeding before that new or increased assessment could be imposed.

This Report and the information contained herein reflect the proposed budget for each of the various services provided by the District and the rates and assessments applicable to those services as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of APNs within the District. The undersigned respectfully submits the enclosed Report as directed by the Board of Directors of the Moreno Valley Community Services District. Please note that Albert A. Webb Associates provides engineering advice and related consulting services. Albert A. Webb Associates is not a registered municipal advisor and does not participate in municipal advisory activities, and nothing in this Engineer's Report is, or should be interpreted to be, municipal advisory services or advice.

Executed this 19th day of April 2019.

ALBERT A. WEBB ASSOCIATES



Matthew E. Webb

MATTHEW E. WEBB
PROFESSIONAL CIVIL ENGINEER NO. 37385
ENGINEER OF WORK
ON BEHALF OF THE CITY OF MORENO VALLEY AND
THE MORENO VALLEY COMMUNITY SERVICES DISTRICT
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessments and all matters in the Engineer's Report were made on the _____ day of _____ 2019, by adoption of Resolution No. _____ by the Board of Directors.

CITY CLERK
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

A copy of the Preliminary Assessment Roll and Engineer's Annual Levy Report were filed in the office of the City Clerk on the _____ day of _____ 2019.

CITY CLERK
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

INTRODUCTION

The CSD was established pursuant to the Community Services District Law (California Government Code Section 61000 et seq.) ("CSD Law") in 1984 at the time of the incorporation of the City of Moreno Valley (the "City"). The CSD is a dependent special district of the City, and the Moreno Valley City Council serves as the Board of Directors of the CSD. The boundaries of the CSD are the same as those of the City.

Prior to the City's incorporation, the territory that would become the City of Moreno Valley was an unincorporated territory of Riverside County. The County had created County Service Areas (CSAs) to fund and provide certain enhanced services in this territory. The CSD was created so that responsibility for these funding mechanisms (and services) within the territory of the City could be transitioned from CSAs governed by the Riverside County Board of Supervisors to a CSD governed by the Moreno Valley City Council.

The CSD is comprised of a number of Zones, each of which provides a specific set of services within a defined portion of the City. Zone B of the CSD was established and responsible for providing residential street lighting in certain residential subdivisions. These street lighting services were funded through a charge on the annual property tax roll to parcels served by the street lighting.

With the passage of Proposition 218, a number of substantive and procedural requirements were placed on taxes, assessments, and property-related fees imposed by local governments in California. Although referred to by the CSD as "charges", the charges imposed by Zone B of the CSD were categorized under Proposition 218 as real-property assessments.

Street lighting is a maintenance and operation expense for sidewalks and streets. Consequently, the Zone B charges imposed prior to November 5, 1996 were grandfathered under Article XIII D, Section 5(a) of the Constitution, which permitted the continuation of assessments existing prior to the effective date of Proposition 218 so long as those assessments were imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. These grandfathered Zone B charges continued to be levied annually by the CSD without additional property-owner approval.

Since the adoption of Proposition 218, territories (and associated street lights) were added to CSD Zone B. When this occurred, the CSD conducted a mail ballot assessment proceeding with respect to the levy of the Zone B charges as required by Article XIII D, Section 4(e) of the Constitution. Beginning in December 1999, the CSD's practice when balloting for Zone B charges in new territory was generally to present the charge with an incorporated automatic inflation adjustment. This was not done for the "grandfathered" territory nor much of the territory added to Zone B between November 1996 and December 1999. Therefore, in some parts of CSD Zone B the charge was imposed annually at a level rate, whereas in other parts of Zone B the maximum charge was increased each year based on inflation.

In May 2014, the CSD formed the District pursuant to the 1972 Act, replacing the previous CSD Zone B. Parcels that had been charged an annual Zone B charge for street lighting services are instead assessed an annual assessment for those services as part of Lighting Maintenance District No. 2014-01 as real property assessments with a procedural device designed for the levy of such assessments. This transition did not increase the amount paid annually by any property owner and did not change the nature or extent of the street lighting services provided. The assessments levied in connection with the assessment district, in every way serve as a continuation of the charges levied in connection with Zone B.

The improvements, the method of apportionment, and the special benefit assessments described in this Report are based on the improvements and development of properties within the District and represent an estimate of the direct expenditures and incidental expenses that will be necessary to maintain, service, and operate such improvements for FY 2019/20. The improvements to be maintained in connection with the development of

properties within the District and described herein are based on the development plans and specifications for the properties in the District and by reference these plans and specifications are made part of this Report.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Riverside County Assessor's Office. The Riverside County Auditor/Controller uses APNs and a dedicated fund number established for the District to identify properties to be assessed on the tax roll and the allocation of the funds collected.

Attachment: LMD 2014-01 Assessment Engineer's Report (3420 : PUBLIC HEARING TO CONFIRM A DIAGRAM AND ASSESSMENTS FOR

This Report consists of five (5) Sections:

- SECTION 1 PLANS AND SPECIFICATIONS:** Provides a description of the District boundaries and the improvements associated with the District. The District has three zones of benefit (hereafter referred to as "Zones"), which are described in more detail in this Section as well as in Section 2 (Method of Apportionment). A diagram showing the exterior boundaries of the CSD, of the District, and the Zones established within the District, is attached and incorporated herein in Section 4 (District Diagram). The plans for the street light installations (if available), including the City's current standard specifications are on file with the Public Works Department. The location of each street light can be found by using the Moreno Valley Map Viewer located on the City's website.
- SECTION 2 METHOD OF APPORTIONMENT:** Provides a discussion of the general and special benefits associated with the overall street lighting improvements provided within the District (Proposition 218 Benefit Analysis). This Section also includes a determination of the proportional costs of the special benefits and a separation of costs considered to be of general benefit (and therefore not assessed). This Section also outlines the method of calculating each property's proportional special benefit and annual assessment utilizing a weighted benefit apportionment.
- SECTION 3 ESTIMATE OF IMPROVEMENT COSTS:** Provides an estimate of the annual funding required for the maintenance, servicing, and operation of street lighting improvements within the District and specifically the costs associated with the improvements determined to be of special benefit to APNs within the District. The budget identifies an estimate of anticipated annual expenses to service, maintain, and operate existing street lighting improvements within the District for FY 2019/20 including, but not limited to, servicing of the street lights and related facilities, energy costs, and related incidental expenses authorized by the 1972 Act and pursuant to the provisions of Proposition 218. The budget also identifies the maximum and proposed assessment rates for each Zone of the District and the associated assessment range formula (inflationary adjust), as applicable.
- SECTION 4 DISTRICT DIAGRAMS:** Diagrams showing the boundaries of the District and the Zones therein, including all APNs that receive special benefits from the improvements. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.
- SECTION 5 ASSESSMENT ROLL:** A listing of the proposed assessment amount for each APN within the District. The proposed assessment amount for each APN is based on the APN's calculated proportional special benefit as outlined in the method of apportionment and proposed assessment rates established in the District Budget. These assessment amounts represent the assessments proposed to be levied and collected on the County Tax Rolls for FY 2019/20.

1. Plans and Specifications

DESCRIPTION OF THE DISTRICT

The territory within the District consists of all lots and APNs of land that receive special benefits from the street light improvements funded by the District assessments. The boundaries of the District are comprised of three benefit Zones. APNs within the District are identified and grouped into one of the three designated Zones based on the special benefits properties receive from the District improvements and the authorized maximum assessments established. The three Zones within the District and the benefits associated with the properties therein are described in more detail in Section 2 (Method of Apportionment) of this Report. In addition, the District Diagram in Section 4 of the Report provides a visual representation of the District showing the boundaries of the District Zones.

DISTRICT FACILITIES AND IMPROVEMENTS

The street lights funded by the District are primarily low-intensity residential street lights located within the District, generally provided via 9,500-lumen or equivalent lights (8,322 of the total lights) spaced approximately every 125 feet within a subdivision, but also includes some lights with lesser lumens (approximately 314 lights) and some with greater lumens (approximately 122 lights). Generally, high-intensity lights outside the subdivisions (which are typically 22,000 lumen lights and greater) are funded through other revenue sources and not part of the District assessments.

The City is in the process of purchasing street lights owned by Southern California Edison (SCE). The street lights within the District are included in this purchase. SCE will continue to provide electricity to the street lights acquired by the City; however, the City will own the street lights and provide any necessary maintenance and servicing of the light fixtures and poles. All of the street lights within the District will be retrofitted to Light Emitting Diode (LED) fixtures, a more energy efficient technology. Because LED bulbs are more energy efficient, they are expected to have a longer life span than traditional high-pressure sodium vapor bulbs.

The maintenance, operation, and servicing of the District's lighting improvements generally include the furnishing of labor, materials, equipment, and electricity for the ordinary and usual maintenance, operation, and servicing of street lights within the public right-of-ways and easements dedicated to the City. These activities include, but are not limited to:

- Furnishing of electric current or other illuminating agent.
- Maintenance, repair, and replacement of light poles and fixtures, including changing light bulbs, painting, photoelectric cell repair or replacement, and repairing damage cause by accidents, vandalism, time, and weather.
- Electrical conduit and pull-box repair and replacement due to damage by construction and weather.
- Monitoring of the Underground Service Alert (USA) network, identification of proposed excavation in the vicinity of lighting electrical conduits, and marking the location of those underground conduits in the field to prevent damage by excavation.
- Service, maintenance, repair, and replacement including replacing worn out electrical components and repairing damage due to accidents, vandalism, and weather.
- Periodic repair and rehabilitation of the street lighting system including replacement of old equipment with new or reconditioned equipment; and repair, removal or replacement of related equipment as required including, but not limited to, lighting fixtures, poles, meters, conduits, electrical cable, and relocation of street light facilities as necessary, including the purchase and installation of related equipment and facilities.

1. Plans and Specifications

- Street light inventory database, pole numbering, and mapping to establish the number of street lights that must be maintained, as well as the condition and location of these street lights as part of an effective maintenance program.
- Responding to citizen inquiries regarding street lighting.

2. Method of Apportionment

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation, and servicing of street lighting improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value.

Section 22573 defines the net amount to be assessed as follows:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Section 22574 provides for zones as follows:

"The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."

The formulas used for calculating assessments and the designation of zones herein reflect the composition of APNs within the District and the improvements and activities to be provided and have been designed to fairly apportion the cost of providing those improvements based on a determination of the proportional special benefits to each APN, consistent with the requirements of the 1972 Act and the provisions of Proposition 218 and Article XIII D of the California Constitution.

PROPOSITION 218 BENEFIT ANALYSIS

The costs of the proposed improvements for FY 2019/20 have been identified and allocated to properties within the District based on special benefit. The improvements provided by the District and for which properties are assessed are public street lighting improvements. These improvements generally were installed in connection with the development of the properties within the District and were required by the City as a condition of development.

Article XIII D Section 2(d) defines District as follows:

"District" means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service.

Article XIII D Section 2(i) defines Special Benefit as follows:

"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."

Article XIII D Section 4(a) defines proportional special benefit assessments as follows:

An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

2. Method of Apportionment

BENEFIT ANALYSIS

Special Benefit

The street lighting in the District is primarily low-intensity street lighting that is useful for illuminating the sidewalks and parking lanes in the District. This lighting is distinct from the high-intensity lights installed on major streets which serve in part to enhance traffic safety. Residential street lights are of lower intensity, but more closely spaced, than the high-intensity (22,000-lumen) street lights. These sorts of low-level, low-intensity residential street lights provide three main special benefits: (i) residential security benefit, (ii) pedestrian safety benefit, and (iii) parkway/roadway egress benefit. Because traffic in the District is largely limited to local traffic consisting of residents and residents' guests traveling to and from property within the District, it is reasonable to assume that essentially all pedestrians and parking vehicles in the lit areas will, after dark, be directly associated with an assessed dwelling unit.

With the exception of the development that comprises Zone 03 (discussed below), the street lights within the District are consistent with the City's typical intensity and spacing standards for residential lighting at the time of development and each APN to be assessed is served directly by the system of street lights providing appropriate lighting within the subdivision. Consequently, we conclude that each residential APN within the District receives substantially similar benefit from the improvements regardless of their location within the District. Furthermore, the cost of maintaining and operating each light is substantially the same, regardless of the location of the light within the District.

General Benefit

Approximately 5% of the street lights funded by the District are located at the perimeter/entryway of a residential development. These perimeter/entryway lights, in contrast to the remainder of the lights funded by the District, arguably provide some illumination that extends beyond the boundaries of the developments and APNs being assessed within the District, that enhances the safety of members of the public unassociated with an assessed APN, that illuminates traffic or parking on major thoroughfares, or that otherwise provides services to the general public. Although, in general, these street lights exist solely because of the development of assessed APNs, and although the primary purpose of these lights is to provide illumination benefiting assessed APNs, they may provide some level of general benefit in addition to the special benefits provided to the assessed APNs. We estimate that this general benefit constitutes not more than 25% of the total benefit from perimeter/entryway lights. As 25% of the benefit from 5% of the lights constitutes not more than 2% of the total benefit from all improvements operated and maintained by the District, we determine that the total general benefit from operation and maintenance activities will not exceed 2% of operations and maintenance costs.

2. Method of Apportionment

ZONES OF BENEFIT

In an effort to ensure an appropriate allocation of the estimated annual cost to provide the District improvements based on proportional special benefits, this District was established with benefit Zones as authorized pursuant to Chapter 1 Article 4, Section 22574 of the 1972 Act:

"The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."

There are three Zones within the District. The bulk of the APNs in the District are located in either Zone 01 or Zone 02. These Zones are defined separately, largely for administrative purpose, as the level of service is substantially identical in the two Zones and the ratio of the number of lights to the number of APNs is substantially the same. Zone 01 consists of those APNs that, as a result of Proposition 218, are subject to an assessment that is not annually adjusted for inflation. Zone 02 consists of those APNs for which the assessment can be adjusted annually for inflation.

Zone 03 consists of 65 residential APNs located in Tract 21958. This tract is unique within the District because it was developed with a substantially lower street light density (street lights are spaced farther apart than the residential street lights typically found in the residential tracts of Zone 01 and Zone 02). As a result, the APNs in Tract 21958 generally receive less lighting than APNs elsewhere in the District, and the per APN cost of providing street light special benefits to Tract 21958 APNs is substantially less than the cost of providing benefits elsewhere in the District.

For FY 2019/20:

- Zone 01 includes 32,717 APNs and has 7,166 street lights.
- Zone 02 includes 7,254 APNs and has 1,589 street lights.
- Zone 03 includes 65 APNs and 3 street lights.

The District budget, incorporated herein under Section 3 of this Report, provides a summary of the total estimated cost of providing the street lighting improvements and the allocation of those costs between the three Zones (which is based on the number of lights in each Zone) as well as those costs that are considered general benefit. Details regarding the location and extent of the street lighting improvements within the District and the Zones therein are on file in the Public Works Department, Special Districts Division and by reference these documents are made part of this Report. A diagram showing the boundaries of the three Zones outlined above is attached and incorporated herein under Section 4 (District Diagram) of this Report.

2. Method of Apportionment

ASSESSMENT METHODOLOGY

The method of apportionment for this District calculates the receipt of special benefit from the respective improvements based on the land use of the APNs.

Equivalent Benefit Unit Application

To proportionally allocate special benefit to each APN, it is necessary to correlate each property's proportional benefit to other properties that benefit from the improvements and services being funded. In order to do this, the assessment methodology assigns each APN a number of Equivalent Benefit Units (EBUs) based on its land use. One EBU is defined as the special benefit allocable to a single-family home. In each case, a APN is only allocated EBUs in a fiscal year if the street lights serving the APN (or serving the perimeter of the complex in the case of apartments, condominiums, etc.) has been accepted by the City or will be accepted by the City during the upcoming fiscal year.

Single-Family Residential: This land use is defined as a fully subdivided single-family residential home site with or without a structure. This land use is assigned 1.0 EBU per lot or APN.

Condominium Residential: This land use is defined as a fully subdivided condominium residential unit assigned its own APN by the County. EBUs are assigned to these APNs by multiplying the overall acreage of the condominium development by 4 (the typical number of single-family homes in an acre of typical development), and then dividing the result by the number of condominium units/APNs in the development.

Multi-Family Residential and Mobile Home Parks: This land use classification identifies properties that are used for residential purposes and contain more than one residential unit per APN. The proportional special benefit and EBUs for these APNs is based on acreage, at 4.0 EBUs per acre.

Vacant Parcels: This land use classification identifies properties that are undeveloped and not fully subdivided, but are served by a street light improvement. This land use is assigned 1.0 EBU per lot or APN.

Approved Single-Family Residential: This land use is defined as a fully subdivided single-family residential home site with or without a structure, but the street lights to be installed as part of the development have not yet been installed and are not anticipated to come online this fiscal year. Generally, these APNs were annexed to the District in anticipation of the property being developed and street lights being installed, but until such time that the street lights are to be installed, these APNs will not be assessed and are assigned 0.0 EBU.

Planned Residential Development: This land use is defined as a property that is currently considered vacant or undeveloped land that is to be subdivided into a known number of residential lots, but the street lights to be installed as part of the development have not yet been installed and are not anticipated to come online this fiscal year. Generally, these APNs were annexed to the District in anticipation of the property being developed and street lights being installed, but that has not yet occurred. Until such time that the street lights are to be installed, these APNs will not be assessed and are assigned 0.0 EBU.

Exempt: This classification means any lot or APN that is not considered to specially benefit directly from improvements. This classification includes, but is not limited to, areas of public streets, private streets and other roadways; public easements or right-of-ways including landscaped parkways, easement, utility right-of-ways, or easements such as irrigation or drainage ditches, channels, or basins; and flood plains. These types of parcels of land (similar to the improvements) are typically the result of property development rather than the direct cause

2. Method of Apportionment

of development and have little or no need for the improvements. These types of properties may or may not be assigned an APN by the County.

Also exempt from assessment are lots that are identified as common areas (properties for which the surrounding residential parcels have a shared interest); bifurcated lots; and small parcels vacated by the County or similar sliver parcels that cannot be developed independent of an adjacent parcel. These types of parcels are generally not separately assessed because they are functionally a part of another parcel that is assessed for its own benefit and the benefit of the associated parcel.

3. Estimate of Costs

CALCULATION OF ASSESSMENTS

An assessment amount per EBU is calculated by:

Taking the "Total Annual Expenses" (total budgeted costs) and subtracting the proportional "General Benefit Costs" which establishes the "Total Special Benefit Costs";

Total Amount Expenses - General Benefit Costs = Total Special Benefit Costs

To the resulting "Total Special Benefit Costs", various "Other Available Funding" adjustments are applied. For further information please reference line items in the budget on the following page under "Other Available Funding."

These adjustments to the Total Special Benefit Costs result in the "Net Special Benefit Assessment";

Total Special Benefit Costs +/- Other Available Funding = Net Special Benefit Assessment

The amount identified as the "Net Special Benefit Assessment" is divided by the Total EBUs of APNs to be Assessed ¹ to establish the "Assessment Rate" or "Assessment per EBU" for the fiscal year. The Assessment Rate is then applied to each APN's individual EBU to calculate the APN's proportionate special benefit and assessment obligation for the improvements.

Net Special Benefit Assessment / Total EBU (to be Assessed) = Assessment per EBU

¹ The Total EBUs of APNs to be Assessed is the Total EBUs in the District less the Total EBUs of Non-Assessed Parcels.

3. Estimate of Costs

DISTRICT BUDGET

The following budget outlines the estimated costs to maintain the improvements and the anticipated expenditures for FY 2019/20. Operation and Maintenance (O&M) costs were allocated amongst the Zones proportionately to the number of street lights serving the Zones.

3. Estimate of Costs

Table 3-1
FY 2019/20 Budget

	Zone 01	Zone 02	Zone 03	Total
Annual Operating Expenses				
Operations & Maintenance	\$76,456.16	\$16,951.83	\$32.01	\$93,440.00
Utilities	\$1,062,891.22	\$235,663.81	\$444.96	\$1,299,000.00
Total O&M Expenses	\$1,139,347.39	\$252,615.64	\$476.97	\$1,392,440.00
Incidental/Administrative Expenses				
District Administration	\$43,709.46	\$9,691.24	\$18.30	\$53,419.00
County Fees	\$15,791.99	\$3,501.39	\$6.61	\$19,300.00
Miscellaneous Administrative Expenses	\$2,700.19	\$598.68	\$1.13	\$3,300.00
Total Incidental/Administrative Expenses	\$62,201.64	\$13,791.32	\$26.04	\$76,019.00
Contribution to Fund Balance	\$0.00	\$36,583.37	\$62.99	\$36,646.36
Total Annual Expenses	\$1,201,549.02	\$302,990.33	\$566.00	\$1,505,105.36
General Benefit Costs	(\$24,031.65)	(\$5,328.29)	(\$10.06)	(\$29,370.00)
Total Special Benefit Costs	\$1,177,517.37	\$297,662.05	\$555.94	\$1,475,735.36
Other Available Funding				
Use of Fund Balance ¹	(\$28,900.32)	\$0.00	\$0.00	(\$28,900.32)
Additional Agency Contribution ²	(\$292,462.83)	(\$64,844.74)	(\$122.44)	(\$357,430.00)
Other Revenue Sources ³	(\$103,916.23)	(\$23,040.26)	(\$43.50)	(\$127,000.00)
Total Contributions/Adjustments	(\$425,279.38)	(\$87,885.00)	(\$165.94)	(\$513,330.32)
NET SPECIAL BENEFIT ASSESSMENT	\$752,238.00	\$209,777.04	\$390.00	\$962,405.04
District Statistics				
Total Parcels ⁴	32,717	7,254	65	40,036
Total Assessed Parcels ⁵	32,706	7,194	65	39,965
Total EBUs	32,706	7,194	65	39,965
Proposed Assessment per EBU ⁶	\$23.00	\$29.16	\$6.00	
Maximum Assessment per EBU	\$23.00	\$29.17	\$6.00	
Reserve Fund/Fund Balance				
Estimated Beginning Fund Balance as of July 1, 2019 ⁷	\$82,410.98	\$18,272.13	\$34.50	\$100,717.61
Revenue and City Contributions	\$1,177,517.37	\$297,662.05	\$555.94	\$1,475,735.36
Reserve Fund Contribution/(Use)	(\$28,900.32)	\$36,583.37	\$62.99	\$7,746.04
Expenditures less General Benefit Costs	(\$1,177,517.37)	(\$297,662.05)	(\$555.94)	(\$1,475,735.36)
Estimated Ending Fund Balance as of June 30, 2020	\$53,510.66	\$54,855.50	\$97.49	\$108,463.65

Slight variances are due to rounding.

¹ Additional funds are being used to meet proposed levy amount.

² All Zones are being levied at the Maximum Special Assessment Rate. The Additional Agency Contribution bridges the shortfall between the Special Benefit Costs for FY 2019/20 and the Maximum Assessment that can be levied. This contribution is in addition to the General Benefit Costs.

³ Includes property taxes, interest income, advanced energy fees, and unrealized gains/losses.

⁴ "Total Parcels" indicates the total of both exempt and non-exempt parcels within the district.

⁵ "Total Assessed Parcels" is the total number of APNs in the District less the total number of Non-Assessed Parcels.

⁶ The Proposed and the Maximum Assessment per EBU rates differ slightly to meet the County of Riverside's requirement for even assessment amounts.

⁷ The Assessment District has historically levied the Assessment at a rate that does not fully cover the special benefits of the services provided. Consequently, in addition to City general funds contributed to the Assessment District to pay for general benefits, the City has, in most years, contributed additional general funds to the Assessment District. General fund contributions are kept in the same account as other Assessment District monies, but it is the practice of the City to expend all other available funds from the Assessment District account before expending contributions from the General Fund.

3. Estimate of Costs

ASSESSMENT RATES

The following shows the assessment rates applicable to each Zone for FY 2019/20 based on the budget and the method of apportionment presented in this Report.

Table 3-2
FY 2019/20 Proposed Assessment Rates

Zone	Maximum Rates	Applied Rates
Zone 01	\$23.00	\$23.00 per EBU
Zone 02	\$29.17 ¹	\$29.16 per EBU
Zone 03	\$6.00	\$6.00 per EBU

Note that for FY 2019/20 there are:

- 32,706.00 EBUs in Zone 01 sharing \$1,177,517.37 in proportional special benefit.
- 7,194.00 EBUs in Zone 02 sharing \$297,662.05 in proportional special benefit.
- 65.00 EBUs in Zone 03 sharing \$555.94 in proportional special benefit.
- The proposed assessment rates in each Zone do not exceed the cost of the proportional special benefits per EBU for that Zone.

ANNUAL INFLATIONARY ADJUSTMENT (ASSESSMENT RANGE FORMULA)

The following inflation adjustment applies to Zone 02 only:

The Maximum Assessment Rate per EBU for Zone 02 established for the improvements in the previous fiscal year may be adjusted by the percentage change calculated for the previous calendar year in the Los Angeles-Long Beach-Anaheim Consumer Price Index (CPI)², as published by the Department of Labor's Bureau of Labor Statistics.

The "All Urban Consumers" Index for Los Angeles-Long Beach-Anaheim Region is used to calculate the annual inflation adjustment. The inflation adjustment from December 2017 to December 2018 is 3.24%.

¹ The Maximum Assessment Rate includes an inflationary adjustment previously balloted and approved by the property owners.

² In January 2018, the Bureau of Labor Statistics introduced a new geographic area sample for the Consumer Price Index (CPI). Riverside, CA, which was previously included in the Los Angeles-Riverside-Orange County, CA MSA (Metropolitan Statistical Area), will now be included in a separate CBSA (Core Based Statistical Area) and will be considered a new index named Riverside-San Bernardino-Ontario, starting at 100.000. The Los Angeles-Riverside-Orange County, CA index was renamed "Los Angeles-Long Beach-Anaheim". Because the CPI approved by the property owners was the Los Angeles-Riverside-Orange County index, and it was renamed and not eliminated, CSD General Counsel determined the District would continue to use the Los Angeles-Long Beach-Anaheim index.

4. District Diagrams

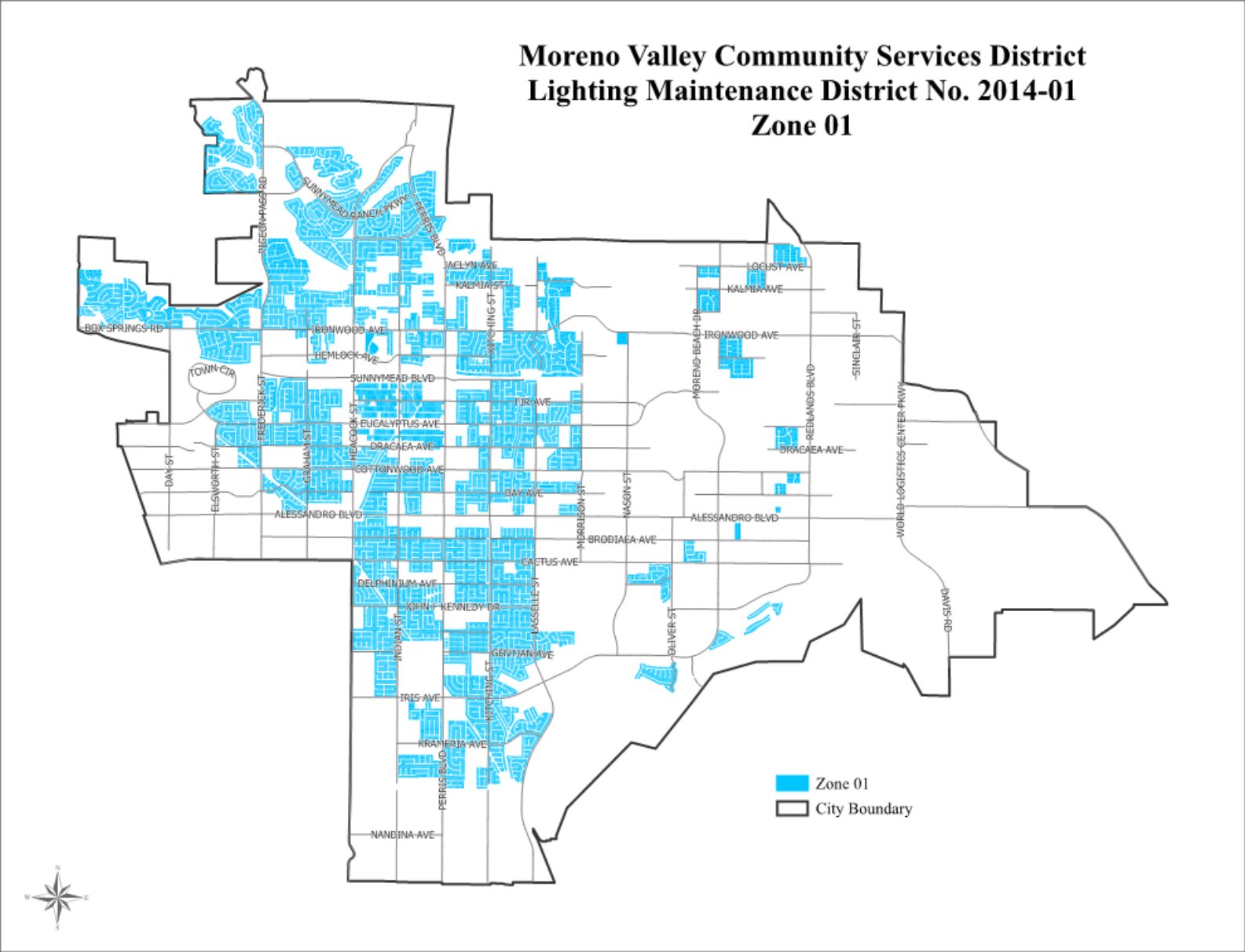
DISTRICT DIAGRAMS

The following boundary maps depict the APNs within the three Zones that make up the District, which are those that existed at the time this Report was prepared. The combination of these maps and the Assessment Roll referenced by this Report constitute the Assessment Diagram for the District.

Attachment: LMD 2014-01 Assessment Engineer's Report (3420 : PUBLIC HEARING TO CONFIRM A DIAGRAM AND ASSESSMENTS FOR

4. District Diagrams

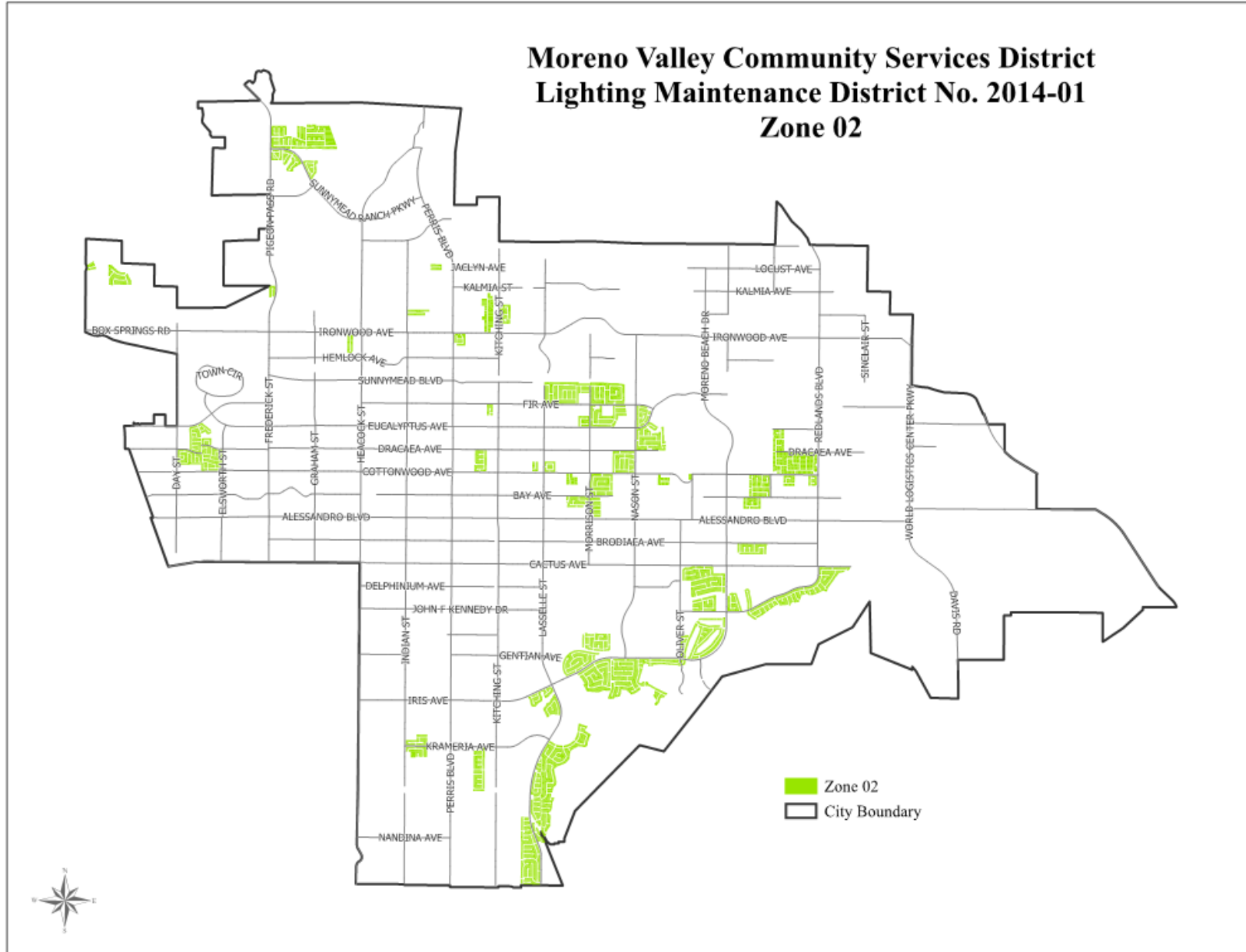
Diagram 4-1



Attachment: LMD 2014-01 Assessment Engineer's Report (3420 : PUBLIC HEARING TO CONFIRM A

4. District Diagrams

Diagram 4-2

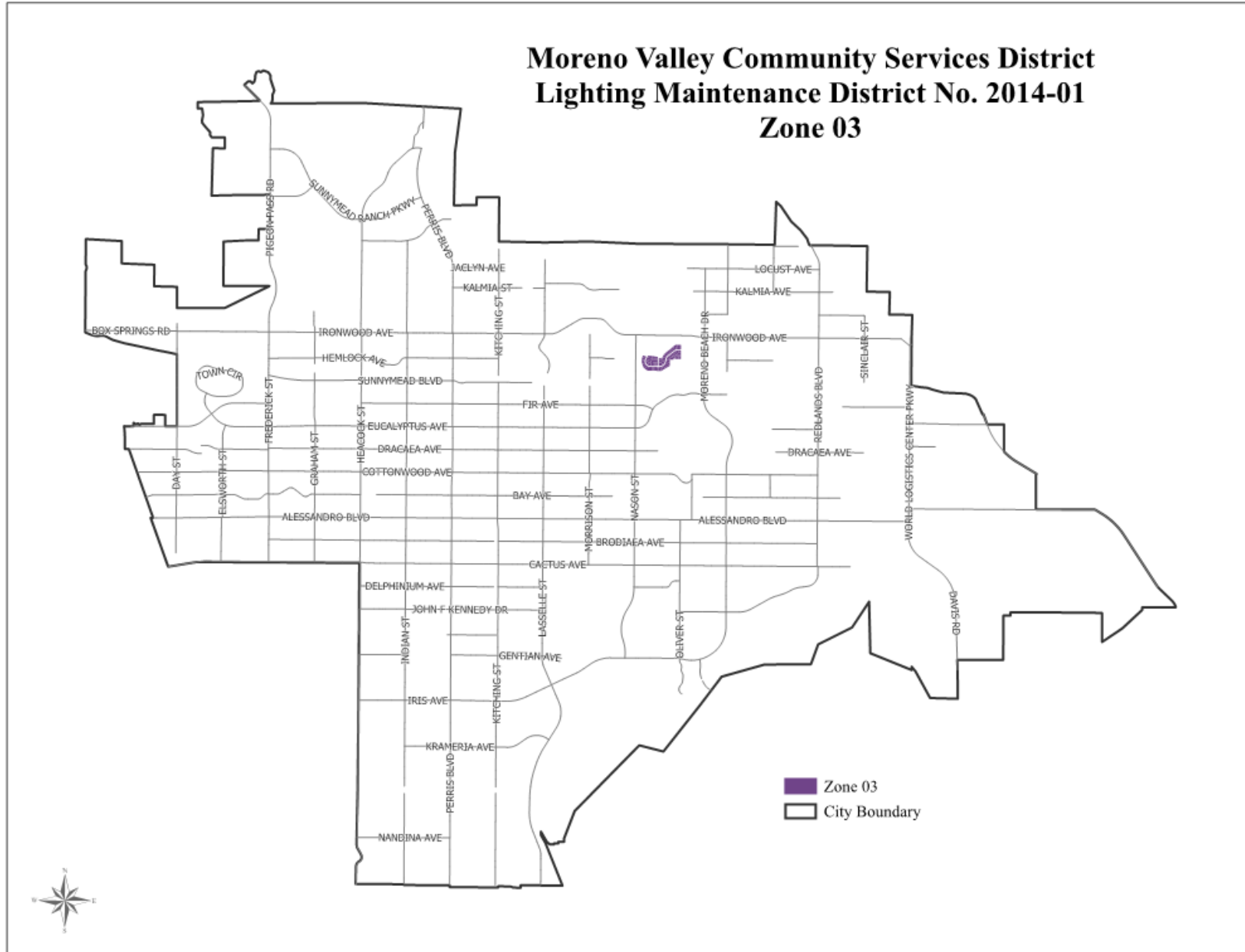


Engineer's Report for FY 2019/20
Moreno Valley Community Services District Lighting Maintenance District No. 2014-01

Attachment: LMD 2014-01 Assessment Engineer's Report (3420 : PUBLIC HEARING TO CONFIRM A

4. District Diagrams

Diagram 4-3



Engineer's Report for FY 2019/20
Moreno Valley Community Services District Lighting Maintenance District No. 2014-01

5. Assessment Roll

ASSESSMENT ROLL

APN identification for each lot or APN within the District is based on available parcel maps and property data from the Riverside County Assessor's Office. A listing of the APNs to be assessed within this District, along with the corresponding assessment amounts to be levied for FY 2019/20 has been provided electronically to the Secretary of the CSD Board (City Clerk). The listing is incorporated herein by reference. The Report can also be found online at the City's website at www.moval.org/sd. If any APN identified therein is submitted for collection and identified by the County Auditor/Controller of the County of Riverside to be an invalid parcel number for any fiscal year, a corrected APN and/or new APN(s) will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment, as described in this Report and approved by the CSD Board.



3750 McCray Street
Riverside, CA 92506
951.200.8600



www.webbfinance.com



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 21, 2019

TITLE: PUBLIC HEARING REGARDING NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW AND EXISTING RESIDENTIAL, COMMON INTEREST, COMMERCIAL, INDUSTRIAL, AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2019-2020 ANNUAL RATES

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to review and confirm annual regulatory rate schedule for the National Pollutant Discharge Elimination System Program for New Residential, Common Interest, Commercial, Industrial and Quasi-Public Land Uses.
2. Adopt Resolution No. 2019-XX. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Maximum and Applied National Pollutant Discharge Elimination System (NPDES) Regulatory Rates for New and Existing Residential, Common Interest, Commercial, Industrial, and Quasi-Public Use Development of the County of Riverside Property Tax Roll, and the calculation thereof.
3. Authorize the Chief Financial Officer to adjust the rates levied on the property tax bills in the event there are any parcel changes between the City Council meeting date and the date the fixed charges are submitted to the County of Riverside or other adjustments, provided the applied rate does not exceed the maximum rate, is in compliance with the ballot for each parcel, and is consistent with the adopted budget.

SUMMARY

This report recommends that the City Council conduct a Public Hearing to receive public testimony on the proposed maximum and applied National Pollutant Discharge Elimination System (NPDES) Regulatory Rates for Fiscal Year (FY) 2019/2020. The proposed rates have been adjusted for inflation reflecting the latest applicable Consumer Price Index, as previously approved by the property owners. NPDES Regulatory Rate revenues support specific services provided by the Storm Water Management Program, and have been included in the FY 2019/2020 adopted budget.

The proposed FY 2019/2020 regulatory rates are a continuation of rates currently levied on the property tax bills. There are no increases proposed to the maximum parcel charges other than an annual inflationary adjustment consistent with property owner approval. The applied parcel charges may reflect a change in amount based upon adjustments in service levels. Revenue received from the NPDES rates is restricted and can only be used within the Storm Water Management program

The proposed maximum and applied parcel charges for FY 2019/2020 were reviewed with members of the Finance Subcommittee on April 23, 2019.

DISCUSSION

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the NPDES program. The Santa Ana Regional Water Quality Control Board administers the NPDES program through the issuance of a Permit. The NPDES program requires public agencies to obtain coverage under the Permit to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. The City's current NPDES Permit requires all new development projects comply with storm water management requirements.

As a condition of approval for development projects, the City requires property owners to provide a funding source to support activities for the NPDES program requirements. The City Council adopted the NPDES residential regulatory rate on June 10, 2003, and the NPDES commercial/industrial regulatory rate on January 10, 2006. Revenue received from the rate supports the increased compliance activities related to the development. It also reduces the financial impact to the General Fund to maintain compliance with the unfunded requirements of the Permit.

With revenue received from the NPDES commercial/industrial regulatory rate, the City annually inspects site design, source and treatment control Best Management Practices, monitors maintenance records for those on-site facilities that require periodic monitoring, and performs annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. The City monitors residential developments by providing the necessary services for the continuous operation, enhancement, and maintenance of the storm water discharge system, and performs inspections of the affected areas to ensure

compliance with federally mandated NPDES Permit requirements with revenue received from the NPDES residential rate.

The City offers the NPDES funding program to assist property owners in satisfying the funding requirement. After a property owner approves the City's NPDES rate through a mail ballot proceeding, the City can levy the applicable rate on the annual property tax bill of the authorized parcel(s).

The attached resolution sets the proposed maximum and applied regulatory rates for both Residential Development and Common Interest, Commercial, Industrial, and Quasi-Public Use Development and authorizes the County to levy the applicable rates on the FY 2019/2020 property tax roll. The proposed applied regulatory rates are consistent with the programs and budgets included within the City's FY 2019/2020 adopted budget.

Proposed Regulatory Rates

The proposed rates shall be levied against each assessable benefiting parcel of real property that is required to comply with the City's NPDES Storm Water Management Program and whose property owners have previously approved by ballot to participate.

The FY 2019/2020 proposed maximum regulatory rates are calculated by applying an annual inflationary adjustment to the FY 2018/2019 maximum rates. The annual inflationary adjustment is based on the Consumer Price Index (3.24%), as approved by the property owners at the time they approved the rates to be applied to their annual property tax bill.

The proposed applied regulatory rate is the amount actually levied on the property tax roll. It is the amount necessary to fund the applicable Service Levels, as defined below, required to fund the costs of maintaining the improvements benefiting each parcel during the upcoming FY. An individual analysis of each parcel, its current development status, and maintenance needs was completed to determine the necessary levels of service required. The applied regulatory rate can be lower than the maximum regulatory rate but it cannot be higher. Aside from the implementation of previously adopted annual inflation adjustments and adjustments to service levels based on a parcel's requirements, the regulatory rates are not proposed to increase from the rates levied in FY 2018/2019. The applied rates for each parcel were made available at the City Clerk's office on April 30, 2019 for the public to review.

For FY 2019/2020, the proposed maximum regulatory rate per parcel for single-family Residential Development is \$336.42 (includes applicable levels which may be a combination of Levels I, II, II-A and IV from Table 1). The Level III rate is levied when a water quality pond/basin is taken out of service for remediation/reconstruction and thus replaces the Level II rate.

For FY 2019/2020, the proposed maximum regulatory rate for Common Interest, Commercial, Industrial, and Quasi-Public Use Development is \$253.34 (includes applicable levels which may be a combination of Levels I and II from Table 2).

The following tables outline the specific services provided by each level of service, the current annual rates and the proposed annual rates.

TABLE 1

NPDES Regulatory Rate for Residential Development (Base FY 2003/2004)			
Service Level		FY 2018/2019 Maximum Annual Parcel Rate	Proposed FY 2019/2020 Maximum Annual Parcel Rate
LEVEL I	NPDES Administration and Overhead	\$42.74	\$44.14
LEVEL II	Water Quality Pond/Basin Maintenance	\$81.22	\$83.86
LEVEL II-A* (Base FY 2008/2009)	Sand Filter Maintenance	\$37.02	\$38.22
LEVEL III	Water Quality Pond/Basin Remediation/Reconstruction	\$72.44	\$74.80
LEVEL IV	Water Quality System Retrofit	\$164.86	\$170.20

TABLE 2

NPDES Regulatory Rate for Common Interest, Commercial, Industrial, and Quasi-Public Use Development (Base FY 2005/2006)			
Service Level		FY 2018/2019 Maximum Annual Parcel Rate	Proposed FY 2019/2020 Maximum Annual Parcel Rate
LEVEL I	NPDES Administration and overhead	\$42.90	\$44.30
LEVEL II	Storm water and non-storm water runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site storm water compliance site activities; review site-specific technical reports and treatment control BMP maintenance records	\$202.48	\$209.04

This action meets the Strategic Plan Priorities by providing the financial resources: to manage and maximize Moreno Valley's public infrastructure to ensure an excellent quality of life.

ALTERNATIVES

1. Conduct Public Hearing and approve the recommended actions as presented in this staff report. *Staff recommends this alternative because these actions are needed to place the NPDES Regulatory Rates on the County property tax roll.*
2. Do not conduct Public Hearing and do not approve the recommended actions as presented in this staff report. *Staff does not recommend this alternative because the County of Riverside may challenge our ability to place the NPDES Regulatory Rates on the County property tax roll.*

FISCAL IMPACT

With the recommended actions, property owners will pay the regulatory rate as a part of their annual property tax bill. The regulatory rate, including inflationary adjustments where applicable, has been approved by the affected property owners through prior proceedings. The NPDES Regulatory Rates are only applied to the property tax bills of those parcels where the property owners previously approved the rates to be applied to the property tax bill.

Adoption of the recommended NPDES Regulatory Rate schedule and authorization of the annual levy will ensure that the City receives its authorized funding from this source. With the implementation of the federally mandated NPDES program, the City uses NPDES Regulatory Rate revenues together with other funding sources. The costs associated with the Storm Water Program are included in the City approved Operating Budget. Approving the FY 2019/2020 NPDES Regulatory Rate schedule will ensure this funding source is available for specific program costs. Funds collected from the NPDES Regulatory Rate annual levy are restricted for use only within the Storm Water Management program.

For FY 2019/2020, projected revenue from the applied NPDES Regulatory Rate is \$550,765.46 and is included in the NPDES Regulatory Rate FY 2019/2020 budget detail (Attachment 2).

NOTIFICATION

-Publication of Agenda

-Newspaper advertising was published on May 7, 2019 and May 14, 2019 with information about the May 21, 2019 Public Hearing.

- FY 2019/2020 applied rates for each parcel are available at the City Clerk's office and will be made available at the May 21, 2019 Public Hearing.

PREPARATION OF STAFF REPORT

Prepared By:
Rae Beimer
Storm Water Program Manager

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

Concurred By:
Michael Lloyd, P.E.
Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

ATTACHMENTS

- 1. Resolution for NPDES Regulatory Rate FY 2019-2020
- 2. NPDES Regulatory Rate FY 2019-2020 Budget Detail

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/13/19 7:21 AM
City Attorney Approval	<u>✓ Approved</u>	5/14/19 10:37 AM
City Manager Approval	<u>✓ Approved</u>	5/14/19 11:09 AM

RESOLUTION NO. 2019-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE MAXIMUM AND APPLIED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATES FOR NEW AND EXISTING RESIDENTIAL, COMMON INTEREST, COMMERCIAL, INDUSTRIAL, AND QUASI-PUBLIC USE DEVELOPMENT OF THE COUNTY OF RIVERSIDE PROPERTY TAX ROLL, AND THE CALCULATION THEREOF

WHEREAS, as part of the 1972 Federal Clean Water Act, the federal government mandated that public agencies comply with the NPDES program to obtain permits to discharge storm water runoff into municipally owned drainage facilities; and

WHEREAS, on January 29, 2010, the Santa Ana Regional Water Quality Control Board issued new requirements that cities must address, regarding the water pollution contained in storm water runoff to remain in compliance with federal mandates; and

WHEREAS, the City Council introduced Ordinance No. 708, on January 10, 2006, to repeal and reenact Chapter 3.50 of Title 3 of the City of Moreno Valley Municipal Code relating to the establishment and collection of the NPDES regulatory rate for new and existing residential, common interest, commercial, industrial, and quasi-public use development based on the approved NPDES regulatory rate and authorization of subsequent rate adjustments by resolution to provide storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from these land uses; and

WHEREAS, Sections 5473 through 5473.8 of the California Health and Safety Code provides that such services may be funded, in whole or in part, by rates which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the City; and

WHEREAS, the City Council, has determined, and hereby does determine, that it is in the interest of the City to have the NPDES regulatory rate on new and existing residential, common interest, commercial, industrial, and quasi-public use development be so collected on the County of Riverside property tax roll; and

WHEREAS, the City Council has determined that continuing the calculation and application of the regulatory rate, as previously approved, against each assessable parcel of real property that is required to comply with the NPDES Permit program, as hereinafter established, is necessary to fund such services; and

WHEREAS, the City Council heretofore caused a report to be prepared that

1
Resolution No. 2019-XX
Date Adopted: May 21, 2019

identified each parcel of real property, which is subject to the regulatory rate, and has caused notice of said report and of the public hearing thereon to be duly given; and

WHEREAS, said report identifying each assessable parcel of real property subject to the regulatory rate and the amount of the rate which is to be levied against each such parcel for FY 2019/20 (the "Report"), is on file with the City Clerk, available for public inspection, and is incorporated herein by reference; and

WHEREAS, the City Council properly noticed and held a Public Hearing on May 21, 2019, at which time all persons wishing to be heard were heard, and at which hearing the City Council heard and considered all objections and protests, if any; and

WHEREAS, on May 21, 2019, the City Council reviewed and considered the NPDES regulatory rate for new and existing residential, common interest, commercial, industrial, and quasi-public use development to fund the federally mandated NPDES program.

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

1. That the foregoing recitals are true and correct and incorporated herein by this reference.
2. That the above referenced Report is approved as filed.
3. The City Council shall authorize collection of the NPDES regulatory rate on the County of Riverside tax bill for federally mandated NPDES requirements to address the discharge of storm water runoff into municipally owned drainage facilities.
4. The Chief Financial Officer is hereby authorized to adjust the amount in the Report to the extent that the adjustment is warranted due to corrections or parcel changes prior to submission for inclusion on the Riverside County tax roll.
5. The maximum rate to be collected for fiscal year (FY) 2019/2020 shall be \$336.42 per parcel for new and existing residential development, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for the prior calendar year Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.
6. The maximum rate to be collected for FY 2019/2020 shall be \$253.34 per parcel for new and existing common interest, commercial, industrial, and quasi-public-use development, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for

2

Resolution No. 2019-XX
Date Adopted: May 21, 2019

the prior calendar year in the Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.

- 7. The NPDES regulatory rate, as herein confirmed, shall be collected on the tax roll at the same time and by the same persons, and in the same manner as, together with and not separately from, general taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties, as provided for in Sections 5473 through 5473.8 of the California Health and Safety Code.
- 8. The City Council made a finding that collection of the NPDES regulatory rate is in compliance with Proposition 218.
- 9. The effective date of this Resolution shall be May 21, 2019.
- 10. That all provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.
- 11. That if 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 be reason of any preemptive legislation, that such invalidity shall not affect other provisions of this Resolution that can be given effect without the invalid provision, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- 12. That the City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 21st day of May, 2019.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

3
Resolution No. 2019-XX
Date Adopted: May 21, 2019

Attachment: Resolution for NPDES Regulatory Rate FY 2019-2020 [Revision 2] (3561 : PUBLIC HEARING REGARDING NATIONAL POLLUTANT

APPROVED AS TO FORM:

City Attorney

Resolution No. 2019-XX⁴
Date Adopted: May 21, 2019

Attachment: Resolution for NPDES Regulatory Rate FY 2019-2020 [Revision 2] (3561 : PUBLIC HEARING REGARDING NATIONAL POLLUTANT

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2019-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21st day of May, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

5
Resolution No. 2019-XX
Date Adopted: May 21, 2019

Attachment: Resolution for NPDES Regulatory Rate FY 2019-2020 [Revision 2] (3561 : PUBLIC HEARING REGARDING NATIONAL POLLUTANT

ATTACHMENT 2

CITY OF MORENO VALLEY

FISCAL YEAR 2019/2020 NPDES REGULATORY RATE - BUDGET DETAIL

Non-Fee Recovered Expenses		Revenues Source	
		NPDES Regulatory Rate	Other City Funding Sources
1. STREET SWEEPING	\$ 295,096.68	\$ 58,109.18	\$ 236,987.50
2. STORMDRAIN MAINTENANCE	\$ 148,853.10	\$ 29,311.52	\$ 119,541.58
3. NPDES MS4 ANNUAL PERMIT FEE	\$ 49,805.00	\$ 9,807.39	\$ 39,997.61
4. RIVERSIDE COUNTY FLOOD CONTROL COST SHARE	\$ 65,339.00	\$ 12,866.28	\$ 52,472.72
5. TMDL TASK FORCE_TMDL COMPLIANCE	\$ 146,358.00	\$ 28,820.19	\$ 117,537.81
6. STORMWATER PROGRAM CONSULTANT	\$ 213,272.28	\$ 41,996.67	\$ 171,275.61
7. ADMINISTRATION_STAFF TIME	\$ 145,432.17	\$ 28,637.88	\$ 116,794.29
8. CSA 152 COUNTY ADMINISTRATION FEE	\$ 41,513.05	\$ -	\$ 41,513.05
9. CSA 152 ANNUAL ANALYSIS_CONSULTANT	\$ 10,000.00	\$ -	\$ 10,000.00
10. RESIDENTIAL WATER QUALITY POND/BASIN MAINTENANCE	\$ 260,452.08	\$ 260,452.08	\$ -
11. RESIDENTIAL SAND FILTER MAINTENANCE	\$ 2,790.06	\$ 2,790.06	\$ -
12. COMMON INTEREST/COMMERCIAL/INDUSTRIAL/QUASI-PUBLIC USE BMPs MONITORING AND MAINTENANCE	\$ 25,920.96	\$ 25,920.96	\$ -
13. GENERAL OVERHEAD_ADMIN_ISF (FUNDS 2008/1010)	\$ 264,342.75	\$ 52,053.25	\$ 212,289.50
TOTAL PROJECTED	\$ 1,669,175.13	\$ 550,765.46	\$ 1,118,409.67

TOTAL PROJECTED NPDES REGULATORY RATE BUDGET \$ 550,765.46

Attachment: NPDES Regulatory Rate FY 2019-2020 Budget Detail [Revision 1] (3561 : PUBLIC HEARING REGARDING NATIONAL POLLUTANT



Report to City Council

TO: Mayor and City Council

FROM: Patti Solano, Parks & Community Services Director

AGENDA DATE: May 21, 2019

TITLE: APPROVE CIVIC CENTER PARK COMMUNITY DEMONSTRATION GARDEN PROJECT AND FUNDING PLAN

RECOMMENDED ACTION

Recommendations:

1. Approve the Civic Center Park Community Demonstration Garden project and add the project to the City's current Capital Improvement Plan.
2. Approve the proposed funding plan as contained in the Fiscal Impact section of this report.

SUMMARY

This report proposes an opportunity to develop a Community Demonstration Garden as part of the new Civic Center Park, which would support the Healthy MoVal initiative to expand health and wellness opportunities for Moreno Valley residents of all ages. The proposed location adjacent to the Conference & Recreation Center reflects the spirit of the City's Civic Center design as a hub for a variety of Citywide activities and programs.

As part of the development of the *Momentum MoVal* strategic plan, the public was surveyed about potential Council priorities for the future. Participants identified having health and wellness as a priority. Survey results were further incorporated into the plan's six Priorities; health, wellness and nutrition education initiatives reflect the intent of the "Beautification, Community Engagement, Quality of Life and Youth Programs" categories.

DISCUSSION

Civic Center Park, scheduled for construction in late 2019 along with an outdoor

amphitheater, will bring a passive recreation area to the Civic Center where the park acreage falls below minimum standards established in the City's General Plan. Beyond providing areas to walk, picnic, and enjoy the amphitheater, staff wanted Civic Center Park to advance the health and wellness initiatives set forth in the *Momentum MoVal* priorities by offering a community demonstration garden. To determine the feasibility of a successful demonstration garden in Moreno Valley, City staff explored surrounding cities' health initiatives and sought input from the UCR Master Gardeners, Eastern Municipal Water District, and key personnel involved with the implementation of the Community Garden in the City of Perris. With their input and recommendations, staff compiled a proposal to construct a Community Demonstration Garden as part of the new Civic Center Park, in the rear of the Conference and Recreation Center with the objective to provide outreach gardening education for the community of all ages, that includes how to use safe, irrigation efficient, sustainable gardening practices to grow food and native/water conserving plants within their home gardens.

In January 2019, the City of Moreno Valley received a grant from the Western Riverside Council of Governments Beyond Framework Fund to develop a conceptual plan for the 6,000+ square foot community demonstration garden. The Civic Center Park Community Demonstration Garden conceptual identifies elements such as raised garden beds, composting, strolling paths, seedling racks, outdoor classroom, vertical planters, hydroponic vegetable towers, fruit trees, pollinator's perennial garden, fruit trellis' and more. These elements will demonstrate sustainable approaches to residential food production with seasonally appropriate vegetables and fruit as well as horticultural "best practices" for home gardens to illustrate the importance of proper soil preparation, trellising, staking, and efficient irrigation practices, and use of plant species well-suited to the Inland Empire.

Construction of the Civic Center Park Community Demonstration Garden project is fully consistent with *Momentum MoVal*, the City Council's strategic vision for Moreno Valley. This planning tool which holds valuable input from residents and stakeholders, emphasizes initiatives to enhance beautification, quality of life, infrastructure, and youth programs. The design of the garden will accommodate educational and recreational activities while complementing the architecture of the existing Civic Center structures and future Civic Center Amphitheater and Park.

ALTERNATIVES

1. Approve the Civic Center Park Community Demonstration Garden project and proposed funding plan as contained in the Fiscal Impact section of this report.
2. Provide further direction to staff.

FISCAL IMPACT

There is no impact to the General Fund. The anticipated total cost of the Civic Park Center Community Demonstration Garden is \$473,841. The project is proposed to be

completed in two phases. Phase I funding is available in Development Impact Fees (DIF) – Park Improvements (Fund 2905) in the amount of \$200,000. In addition, staff submitted a grant proposal to the Kaiser Permanente Community Health Grant Program requesting funding up to \$25,000. Grant award notification is estimated by July 2019. Phase II funding will be pursued through a Green Infrastructure grant opportunity offered by the California Natural Resources Agency through Prop 68. To assist in preparing the conceptual project design and proposed budget for the Council’s consideration, the City contracted with Architerra Design Group, with a budget not to exceed \$5,000. Contingent upon City Council approval of the project, staff will move forward with the design phase. Upon design completion, staff will return to the City Council to request authorization to award contracts for construction and construction management.

AVAILABLE PROJECT FUNDS:

DIF – Park Improvements Fund	\$200,000
Total Available Project Funds	\$200,000

PROJECT RELATED COSTS:

Construction Costs*	\$446,541
Construction Design	\$26,300
Permits	\$1,000

Total Estimated Construction Related Costs **\$473,841**

*Includes 20% contingency

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 18/19 Budget	Proposed Adjustments	FY 18/19 Amended Budget
Transfer Out	DIF-Park Improvements	2905-99-95-92905-903015	Exp	\$600,000	\$200,000	\$800,000
Transfer In	PCS-Cap Proj (Park Imp.)	3015-99-99-93015-802905	Rev	\$600,000	\$200,000	\$800,000
Project Budget	PCS-Cap Proj (Park Imp.)	3015-50-57-80007-720199	Exp	957,024	\$200,000	\$1,157,024

ANTICIPATED PROJECT SCHEDULE

Design Phase.....	July 2019
Bid Phase I.....	September 2019
Award Phase I.....	October 2019
Start of Construction Phase I	October 2019
Completion of Construction Phase I.....	December 2019
Bid Phase II*	May 2020
Award Phase II*	June 2020
Start of Construction Phase II*	July 2020
Completion of Construction Phase II*.....	September 2020

*Contingent upon grant award

NOTIFICATION

Posting of the agenda

PREPARATION OF STAFF REPORT

Prepared By:
Erica Green
Parks & Community Services Deputy Director

Department Head Approval:
Patti Solano
Parks & Community Services Director

CITY COUNCIL GOALS

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

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.

ATTACHMENTS

1. Community Demonstration Garden Conceptual
2. Community Demonstration Garden Concept Images and Materials

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/11/19 5:20 PM
City Attorney Approval	<u>✓ Approved</u>	5/07/19 3:34 PM
City Manager Approval	<u>✓ Approved</u>	5/10/19 5:09 PM



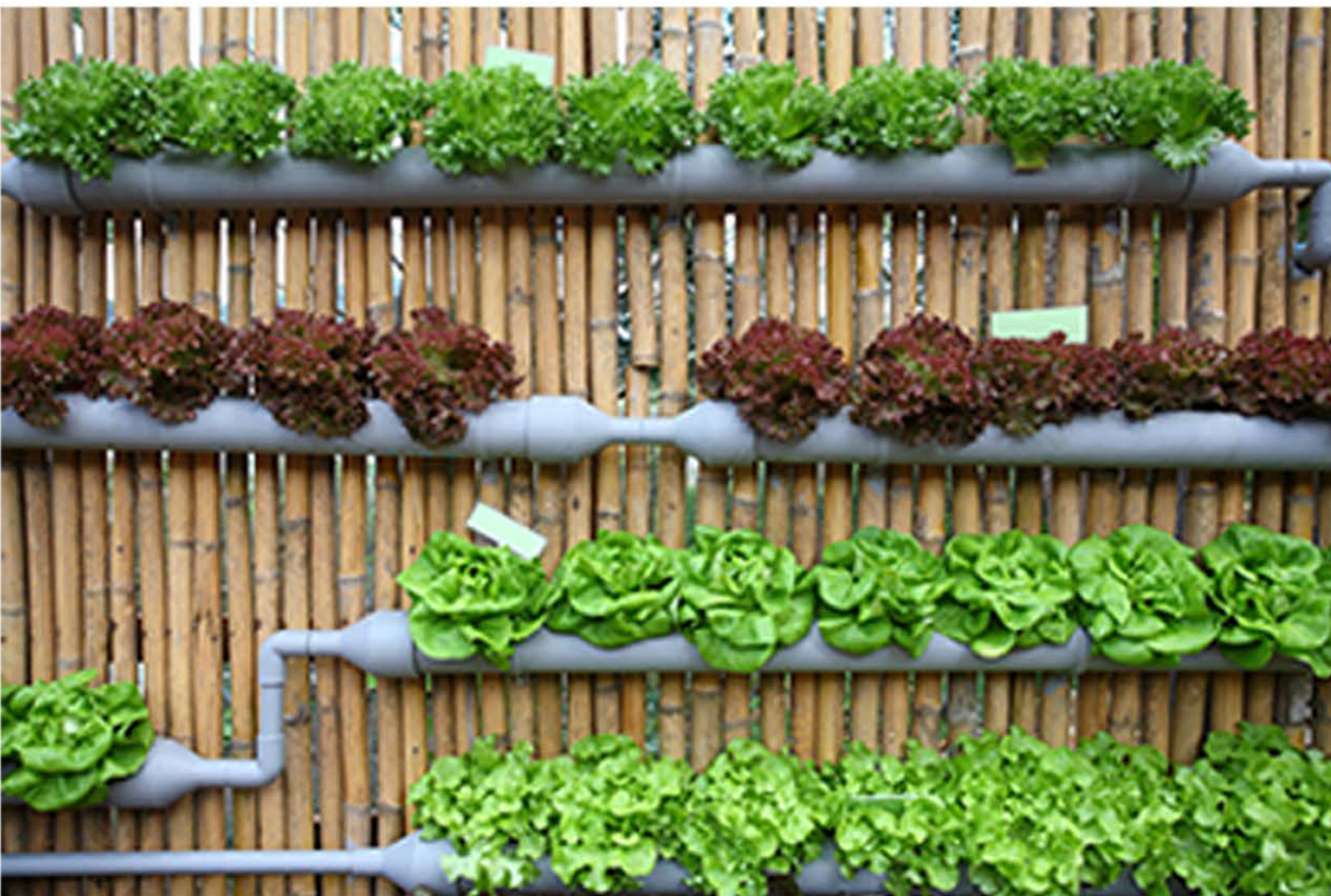
COMPOSTING BINS AND VERMICULTURE



CONTAINER GARDEN



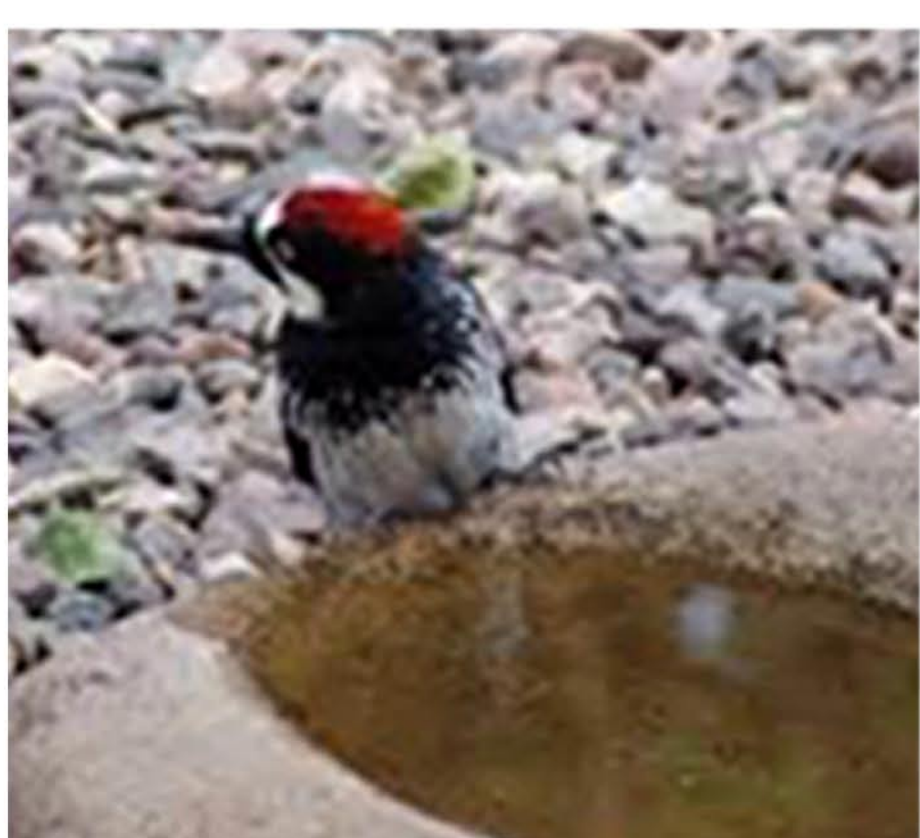
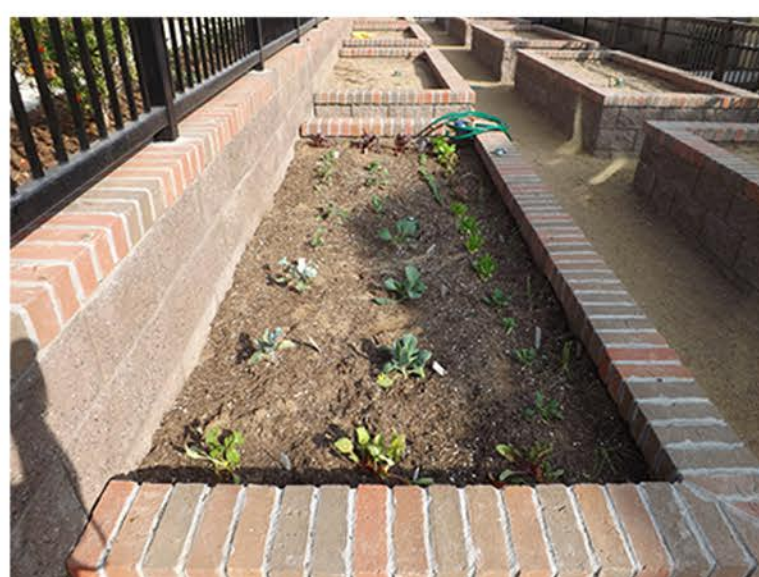
GARDEN ART



GREENWALL GARDEN



RAISED GARDEN BEDS



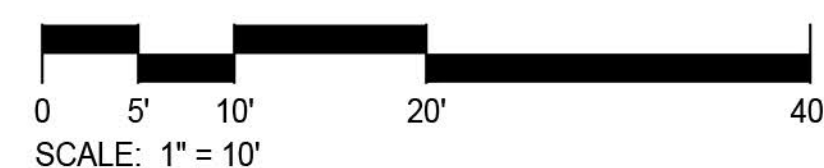
BIRD BATHS

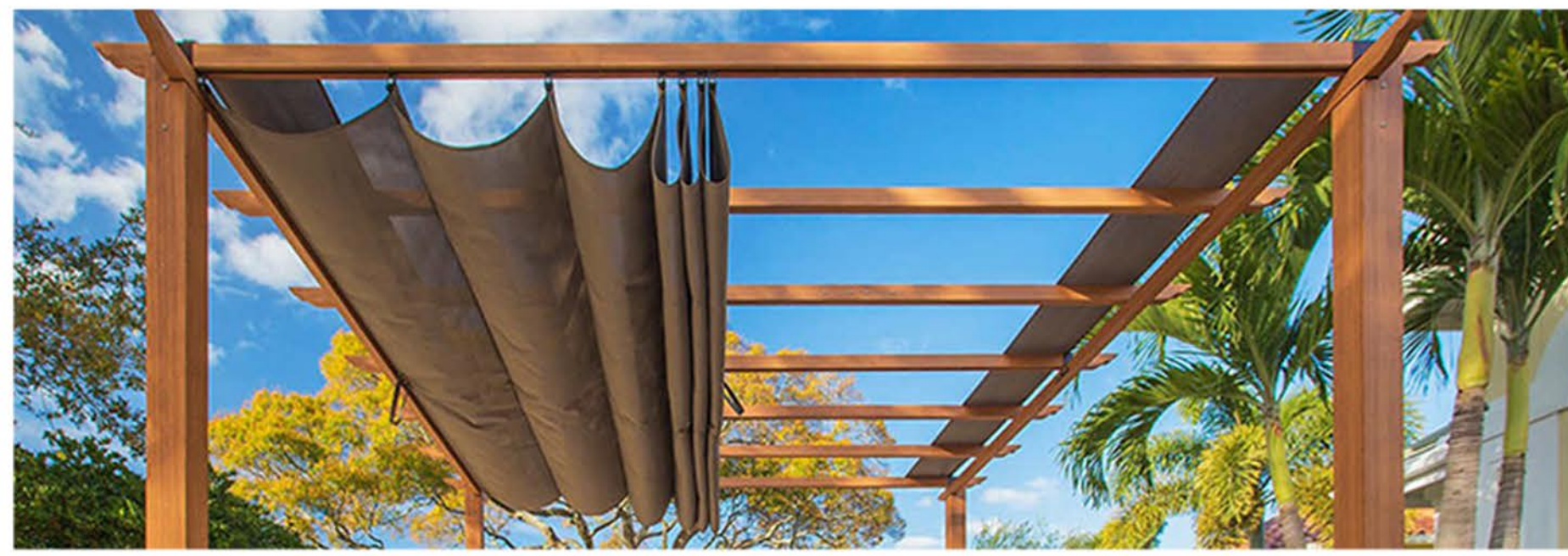


OWL BOX AND BIRD HOUSES



CIVIC CENTER PARK DEMONSTRATION GARDEN - CONCEPT IMAGES AND MATERIALS BOARD
MORENO VALLEY, CALIFORNIA



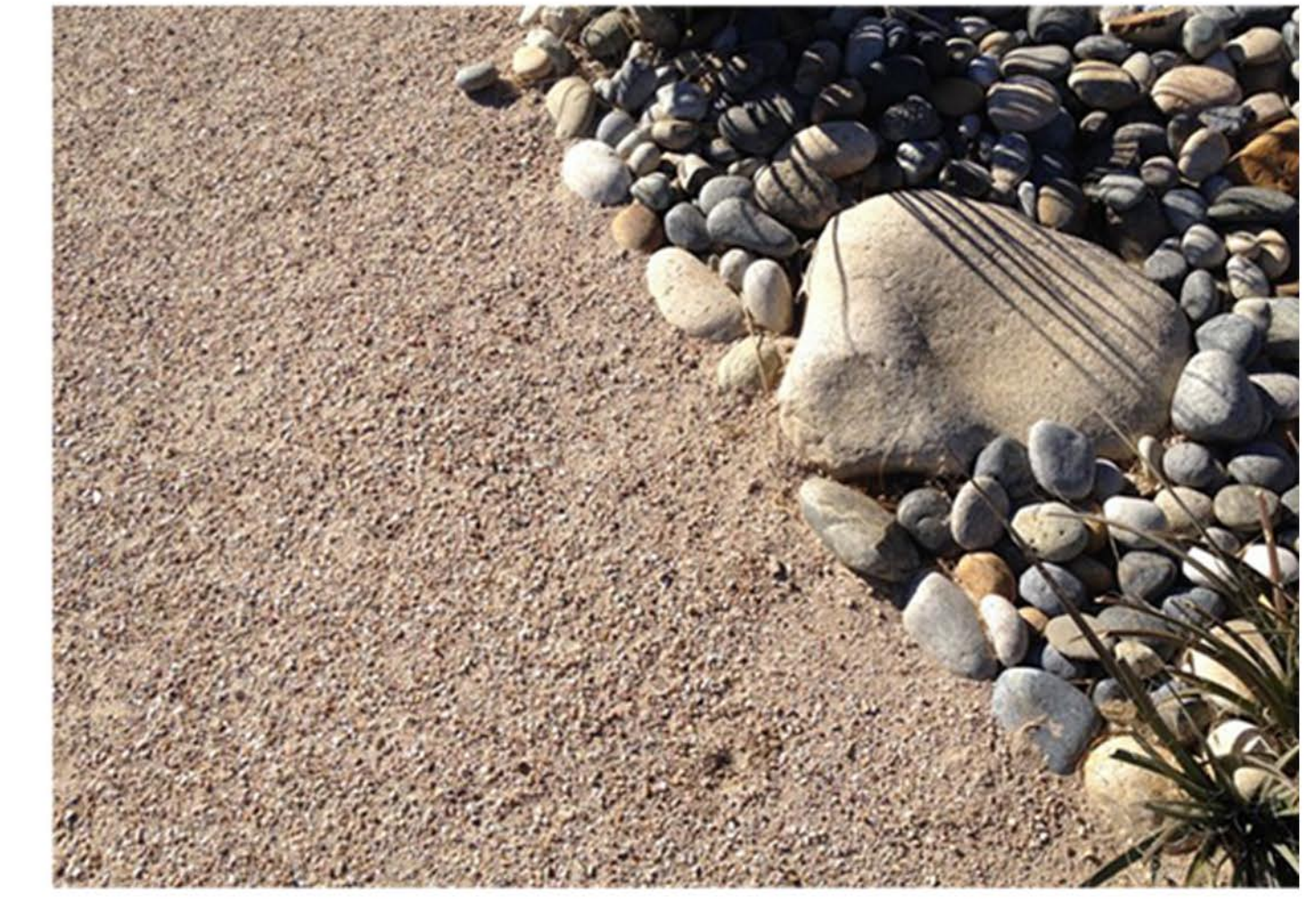


STARTER SEEDLING RACK AND SHADE CANOPY

SHADE STRUCTURE

GATEWAY ENTRY

STORAGE GARDEN SHED



TUBULAR STEEL FENCING

LOOSE GRAVEL PAVING

INTERLOCKING PAVERS

INTERLOCKING PAVERS IN FLAGSTONE PATTERN

STABILIZED DECOMPOSED GRANITE PAVING



POLLINATOR'S PERENNIAL GARDEN



CIVIC CENTER PARK DEMONSTRATION GARDEN - CONCEPT IMAGES AND MATERIALS BOARD
MORENO VALLEY, CALIFORNIA

