



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

February 16, 2016

REGULAR MEETING – 6:00 PM

City Council Study Sessions

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

City Council Meetings

Special Presentations – 5:30 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

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

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

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
February 16, 2016

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Officer of the 4th Quarter - Officer Richard Reyes
2. Armada Elementary Mayoral Proclamation
3. Redemption Church Mayoral Proclamation
4. Jesus Holguin Proclamation

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

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

**REGULAR MEETING – 6:00 PM
FEBRUARY 16, 2016**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION

Pastor Phillip, Cross-Redemption Church

ROLL CALL

INTRODUCTIONS

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

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

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

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees

requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

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

Recommendation: Waive reading of all Ordinances.

- A.2. MINUTES - CITY COUNCIL - JOINT MEETING - JAN 19, 2016 6:00 PM

Recommendation: Approve as submitted.

- A.3. APPROPRIATION OF ADDITIONAL FUNDS TO ADDRESS ENVIRONMENTAL MITIGATION IMPACT FEES FOR THE HEACOCK STREET CHANNEL PROJECT PROJECT NO. 804 0001 70 77 (Report of: Public Works)

Recommendation:

1. Authorize the re-appropriation of \$353,000 of Measure A funds (Fund 2001) from the Heacock Street / Perris Valley Storm Drain Lateral A to Cactus Avenue Project to the Heacock Street Channel Project.

- A.4. AUTHORIZE THE PROFESSIONAL SERVICE AGREEMENT WITH DISABILITY ACCESS CONSULTANTS (DAC) FOR ADA TRANSITION PLAN (Report of: Public Works)

Recommendation:

1. This report recommends to the City Council that the City Manager extend the agreement with Disability Access Consultants (DAC), a qualified ADA consultant to assist the City's ADA Coordinator in conducting a comprehensive review of the 1995 Transition Plan and 2010 ROW Plan and develop a single Comprehensive City-Wide Transition Plan that incorporates the elements of both Plans.
2. Approve budget adjustments to the adopted budget as set forth in the Fiscal Impact section of this report.

- A.5. AWARD TO ALTEC FOR THE REPLACEMENT PURCHASE OF ONE FORD F-750 TREE MAINTENANCE BUCKET TRUCK (Report of: Public Works)

Recommendations:

1. Award to Altec, Inc of Creedmoor, NC, for the purchase of one 2016 Ford F-750 chassis truck with Articulating Aerial Bucket and Chip Dump Body, Altec Model LR7-60, and:
 2. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Altec, Inc in the amount of \$142,457.
- A.6. AUTHORIZE THE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH PROACTIVE ENGINEERING CONSULTANTS FOR THE JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS – PROJECT NO. 801 0060 (Report of: Public Works)

Recommendations:

1. Approve the First Amendment to the Agreement for Professional Consultant Services with Proactive Engineering Consultants (Proactive), 200 South Main St., Suite 300, Corona, CA 92882 to provide additional design support services during construction of the John F. Kennedy Drive Street Improvement Project.
 2. Authorize the City Manager to execute the First Amendment to Agreement for Professional Consultant Services with Proactive in the form attached hereto.
 3. Authorize an increase in the Purchase Order to Proactive in the amount of \$13,500.00 once the First Amendment to Agreement has been signed by all parties.
- A.7. FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR ASSESSMENT ENGINEERING SERVICES (Report of: Public Works)

Recommendations:

1. Approve the Fourth Amendment to the Agreement for Professional Consultant Services Project No. Special Districts 2014-15 Levy CFD/LLD/LMD with Willdan Financial Services, 27368 Via Industria, Suite 110, Temecula, CA 92590-4856 to provide special tax and assessment engineering services.
2. Authorize the City Manager to execute the Fourth Amendment with Willdan Financial Services.
3. Authorize the issuance of a change order to the Purchase Order in the amount of \$20,000 for fiscal year 2015/16 to Willdan Financial Services and an increase to the not-to-exceed amount of the

Agreement to \$131,495.

4. Authorize the City Manager to execute subsequent amendments to the Agreement, including the authority to approve purchase orders in accordance with the terms of the Agreement, provided sufficient funding appropriations have been granted by the City Council.

A.8. ACCEPTANCE OF CYCLE 7 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT AND FUNDING APPROPRIATION FOR THE KITCHING STREET SAFETY IMPROVEMENT PROJECT (Report of: Public Works)

Recommendations:

1. Accept the California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP) Cycle 7 grant award of up to \$140,000 in funds for implementing the project entitled "Kitching Street Road Safety Audit."
2. Authorize the Chief Financial Officer to appropriate \$140,000 as revenue and expense in the Capital Projects Reimbursements fund (Fund 2301).
3. Amend the Fiscal Year 15/16 Adopted Capital Improvement Plan to include the Ironwood Avenue Road Safety Audit as a funded project.

A.9. ACCEPTANCE OF CYCLE 7 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT AND FUNDING APPROPRIATION FOR THE IRONWOOD AVENUE SAFETY IMPROVEMENTS PROJECT (Report of: Public Works)

Recommendations:

1. Accept the California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP) Cycle 7 grant award of up to \$350,000 in funds for implementing the project entitled "Ironwood Avenue Road Safety Audit."
2. Authorize the Chief Financial Officer to appropriate \$350,000 as revenue and expense in the Capital Projects Reimbursements fund (Fund 2301).
3. Amend the Fiscal Year 15/16 Adopted Capital Improvement Plan to include the Ironwood Avenue Road Safety Audit as a funded project.

A.10. ACCEPTANCE OF CYCLE 7 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT AND FUNDING APPROPRIATION FOR THE

ADVANCED DILEMMA ZONE DETECTION AT CERTAIN INTERSECTIONS
PROJECT (Report of: Public Works)

Recommendations:

1. Accept the California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP) Cycle 7 grant award of up to \$3,841,900 in funds for implementing the project entitled "Install Advanced Dilemma Zone Detection Systems at 65 Signalized Intersections Citywide."
2. Authorize the Chief Financial Officer to appropriate \$3,841,900 as revenue and expense in the Capital Projects Reimbursements fund (Fund 2301).
3. Amend the Fiscal Year 15/16 Adopted Capital Improvement Plan to include the Install Advanced Dilemma Zone Detection Systems at 65 Signalized Intersections Citywide as a funded project.

A.11. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

Recommendation:

1. Ratify the list of personnel changes as described.

A.12. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE
JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS PROJECT NO. 801
0060 (Report of: Public Works)

Recommendations:

1. Award the construction contract to Wheeler Paving, Inc., 8432 63rd Avenue, Riverside, CA 92509, the lowest responsible bidder for the John F. Kennedy Drive Street Improvements Project.
2. Authorize the City Manager to execute a contract with Wheeler Paving, Inc.
3. Authorize the issuance of a Purchase Order to Wheeler Paving, Inc. in the amount of \$221,460.96 (\$184,550.80 bid amount plus 20% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Wheeler Paving, Inc. up to, but not exceeding, the 20% contingency amount of \$36,910.16, subject to the approval of the City Attorney.

A.13. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE ELSWORTH STREET AND SHERMAN AVENUE STREET IMPROVEMENTS PROJECT NO. 801 0059 (Report of: Public Works)

Recommendations:

1. Award the construction contract to Leonida Builders Inc., 1822-A E Route 66 #401, Glendora, CA 91740, the lowest responsible bidder for the Elsworth Street and Sherman Avenue Street Improvements Project.
2. Authorize the City Manager to execute a contract with Leonida Builders. Inc.
3. Authorize the issuance of a Purchase Order to Leonida Builders Inc. in the amount of \$263,450.00 (\$239,500.00 bid amount plus 10% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Leonida Builders Inc. up to, but not exceeding, the 10% contingency amount of \$23,950.00, subject to the approval of the City Attorney.
5. Approve budget adjustments to the budget as set forth in the Fiscal Impact section of this report.

A.14. FUNDING APPROPRIATION FOR THE INTERIM COTTONWOOD BASIN PROJECT NO. 804 0013 (Report of: Public Works)

Recommendation:

1. Approve the appropriation of \$145,000 from the unencumbered General Fund fund balance to fund the interim Cottonwood Basin improvements: GL Account No. 1010-70-77-80004-720199, Project No. 804 0013-1010-99.
2. Approve budget adjustments as set forth in the Fiscal Impact section of this report.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

B.2. MINUTES - REGULAR MEETING OF JANUARY 19, 2016 (See A.2)

Recommendation: Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF JANUARY 19, 2016 (See A.2)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF JANUARY 19, 2016 (See A.2)

Recommendation: Approve as submitted.

E. PUBLIC HEARINGS

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

Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Sergeant-at-Arms.

- E.1. DENSITY BONUS ORDINANCE FOR ENERGY EFFICIENCY (Report of: Community Development)

Recommendations: That the City Council:

1. Introduce Ordinance No. 910. An Ordinance of the City Council of the City of Moreno Valley, California, amending Title 9 of the City of Moreno Valley Municipal Code establishing density bonus provisions for multi-family projects that incorporate green building principles into their design

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

G. REPORTS

G.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

Southern California Association of Governments (SCAG)

G.2. APPOINTMENT TO THE LIBRARY COMMISSION (Report of: City Clerk)

Recommendations: That the City Council:

1. Appoint one member to the Library Commission with a term expiring June 30, 2017.
2. If vacancy is not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the position as vacant and carry over the current applications for reconsideration of appointments at a future date.

G.3. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

G.4. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

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

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

H.3. ORDINANCES - URGENCY ORDINANCES - NONE

H.4. RESOLUTIONS - NONE

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

PUBLIC INSPECTION

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

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

ADJOURNMENT

CERTIFICATION

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

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted:

MINUTES
CITY COUNCIL JOINT MEETING OF THE CITY OF MORENO VALLEY
January 19, 2016

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. PROCLAMATION RECOGNIZING NATIONAL MENTORING MONTH

Recognizing:

- a. Boys and Girls Club
- b. Bridging Community Gaps
- c. Bright Angels at Heart
- d. Cal State San Bernardino Reentry Initiative (CSRI)
- e. Moreno Valley College Human Services
- f. Music Changing Lives
- g. My Girls (Gifted, Intelligent, Resilient, Ladies of Society)
- h. Omega Psi Phi
- i. Rotary interact Club
- j. Sigma Beta Xi Inc.
- k. Soroptimist International of Moreno Valley
- l. Sugar and Spice
- j. Rising Stars Business Academy
- k. Youth Accountability Team (YAT)

**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**

**JOINT MEETING – 6:00 PM
January 19, 2016**

CALL TO ORDER

Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees was called to order at 6:03 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright.

INVOCATION

Pastor Diane Gardner, Beautiful Women of God

Mayor Gutierrez called for a *Moment of Silence* in honor of employee Evelyn Bell, Executive Assistant.

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Jeffrey J. Giba	Mayor Pro Tem
	George E. Price	Council Member
	Jesse L. Molina	Council Member
	D. LaDonna Jempson	Council Member

INTRODUCTIONS

Staff:	Michelle Dawson	City Manager
	Paul Early	Assistant City Attorney
	Jane Halstead	City Clerk
	Marshall Eyerman	Chief Financial Officer
	Thomas M. DeSantis	Assistant City Manager

Minutes Acceptance: Minutes of Jan 19, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Ahmad Ansari	Public Works Director/City Engineer
Zach Hall	Lieutenant
Abdul Ahmad	Fire Chief
Terrie Stevens	Administrative Services Director
Mel Alonzo	Interim Parks & Community Services Director
Mike Lee	Economic Development Director
Allen Brock	Community Development Director

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

Mayor Gutierrez announced there would be 30 minutes of public comment.

Milly Bailey

1. Thanked the City Council for Town Hall Meeting on Saturday

Tom Jerele

1. Email to the Mayor
2. Boards & Commissions

Frank Wright

1. Lawsuits
2. Signature gathers
3. Edgemont

Rafael Brugueras

1. Congratulations to 14 mentoring organizations
2. Referendum

Daryl Terrell

1. Overlay
2. Revenue

Pete Bleckert

1. Public Comments
2. Utilities Commission

Roy Bleckert

1. Take back the City
2. Utilities Commission

Santiago Hernandez

1. World Logistic Center

Item G.2 was heard prior to the Consent Calendar.

JOINT CONSENT CALENDARS (SECTIONS A-D)

Mayor Gutierrez opened the agenda items for the Consent Calendars for public comments, which were received from Tom Jerele, Sr. (A.4) and Chris Baca (A.4).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	George E. Price, Council Member
SECONDER:	Jesse L. Molina, Council Member
AYES:	Gutierrez, Giba, Price, Molina, Jempson

Consent Calendar approved with the exception of item A.7 which was removed for separate action under item F.

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. RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2017 (ROPS 16-17) (Report of: Financial & Management Services)

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2016-01. A Resolution of the City Council of the City of Moreno Valley, California, Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Recognized Obligation Payment Schedule and Administrative Budget for the Period of July 1, 2016 through June 30, 2017 (ROPS 16-17), and Authorizing the City Manager acting for the Successor Agency or her Designee to Make Modifications Thereto.
2. Authorize the City Manager acting for the Successor Agency or her Designee to make modifications to the Schedule.
3. Authorize the transmittal of the ROPS 16-17, for the period of July 1, 2016 through June 30, 2017, including Administrative Budget for the said period, ("Exhibit A") to the Oversight Board for review and approval.

A.3. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

Recommendation:

1. Ratify the list of personnel changes as described.

A.4. AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING AND REMOVAL SERVICES (Report of: Public Works)

Recommendations:

1. Approve the Agreement for Tree Trimming and Removal Services ("Agreement") with West Coast Arborists, Inc., 2200 E. Burton Street, Anaheim, CA 92806 to provide tree trimming and removal services to the City and Moreno Valley Community Services District landscape maintenance districts.
2. Approve budget adjustments to the adopted budget as set forth in the Fiscal Impact section of this report.
3. Authorize the City Manager to execute the Agreement with West Coast Arborists, Inc.
4. Authorize purchase order issuance for fiscal year 2015/16 to West Coast Arborists, Inc. in the not-to-exceed (NTE) amount of \$249,307.00 for Base Work.
5. Authorize the City Manager to execute subsequent extensions or amendments to the Agreement, including the authority to authorize purchase orders in accordance with the terms of the Agreement, provided sufficient funding appropriations and program approvals have been granted by the City Council, which may include potential contingencies for unanticipated work. .

A.5. ACCEPTANCE OF THE MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE (MSRC) CLEAN TRANSPORTATION GRANT AWARD (Report of: Financial & Management Services)

Recommendations:

1. Accept the grant award of up to \$20,000 from the MSRC Clean Transportation Funding 2015 Local Government Match Program awarded by South Coast Air Quality Management District (SCAQMD).
2. Amend the Fiscal Year (FY) 2015/16 Adopted Capital

Improvement Plan to include the MSRC Clean Transportation Funding 2015 Local Government Match Program funding for Project No. 805 0026–6011A City Hall Electric Vehicle Charging Stations.

3. Authorize a \$20,000 Budget Adjustment in the Electric – Restricted Assets Fund (Fund 6011) revenue account for electric vehicle charging infrastructure.
4. Authorize a \$20,000 Budget Adjustment in the Electric – Restricted Assets Fund (Fund 6011) expense account for the electric vehicle charging infrastructure grant award.
5. Authorize a \$20,000 Budget Adjustment in the Electric – Restricted Assets Fund (Fund 6011) expense account for the Moreno Valley Utility’s required local match contribution for this project.

A.6. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ST. FRANCIS ELECTRIC FOR THE CITYWIDE PEDESTRIAN COUNTDOWN HEADS & ADA PUSH BUTTONS PROJECT NO. 808 0014 70 76 (Report of: Public Works)

Recommendations:

1. Award a construction contract to St. Francis Electric, 975 Carden Street, San Leandro, CA 94577, the lowest responsible bidder for the Citywide Pedestrian Countdown Heads and ADA Push Buttons Project.
2. Authorize the City Manager to execute a contract with St. Francis Electric.
3. Authorize the issuance of a Purchase Order to St. Francis Electric in the amount of \$171,719.04 (\$149,320.90 bid amount plus 15% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with St. Francis Electric up to, but not exceeding, the 15% contingency amount of \$22,398.14, subject to the approval of the City Attorney.

A.7 VOTING AUTHORIZATION - BOX SPRINGS MUTUAL ANNUAL MEETING WAS MOVED TO F.

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. AUTHORIZE APPLICATION AND ACCEPT ADDITIONAL AFTER SCHOOL EDUCATION AND SAFETY (ASES) GRANT FUNDS FOR FISCAL YEAR (FY) 2016/17 (Report of: Parks & Community Services)

Recommendation:

1. Authorize the City Manager to submit an application and accept additional funding for the After School Education and Safety Grant (ASES) with the California Department of Education for Fiscal Year (FY) 2016/17.

- B.3. AUTHORIZE RENEWAL APPLICATION AND ACCEPT FUNDING FOR AFTER SCHOOL EDUCATION AND SAFETY (ASES) GRANT FOR FISCAL YEARS 2016/17 THROUGH 2018/19 (Report of: Parks & Community Services)

Recommendation:

1. Authorize the City Manager to renew application and accept funding for After School Education and Safety (ASES) Grant funds from the California Department of Education for fiscal years 2016/17 through 2018/19.

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.

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.

ADJOURNMENT OF THE CITY COUNCIL MEETING TO ANNUAL/REGULAR MEETING OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

ANNUAL/REGULAR MEETING OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

CALL TO ORDER - 6:47 PM

ROLL CALL

ROLL CALL

Council	Dr. Yxstian A. Gutierrez	President
	Jeffrey J. Giba	Vice-President
	George E. Price	Board Member
	Jesse L. Molina	Board Member
	D. LaDonna Jempson	Board Member

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CORPORATION

President Gutierrez opened the agenda item for public comments; there being none, public comments were closed.

SPECIAL ORDER OF BUSINESS

1. There are no reports or issues before the Corporation.

ADJOURNMENT OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC) TO ANNUAL/REGULAR MEETING OF THE MORENO VALLEY PUBLIC FINANCING AUTHORITY(MVPFA)

Meeting adjourned at 6:48 p.m.

Minutes Acceptance: Minutes of Jan 19, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

ANNUAL/REGULAR MEETING OF THE MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA)

CALL TO ORDER - 6:48 PM

ROLL CALL

ROLL CALL

Council	Dr. Yxstian A. Gutierrez	Chairperson
	Jeffrey J. Giba	Vice-Chair
	George E. Price	Board Member
	Jesse L. Molina	Board Member
	D. LaDonna Jempson	Board Member

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE AUTHORITY

Chairperson Gutierrez opened the agenda item for public comments; there being none, public comments were closed.

SPECIAL ORDER OF BUSINESS

1. There are no reports or issues before the Authority.

ADJOURNMENT OF THE MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA) TO ANNUAL/REGULAR MORENO VALLEY INDUSTRIAL DEVELOPMENT AUTHORITY (IDA)

Meeting adjourned at 6:49 p.m.

Minutes Acceptance: Minutes of Jan 19, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

ANNUAL/REGULAR MEETING OF THE MORENO VALLEY INDUSTRIAL DEVELOPMENT AUTHORITY (IDA)

CALL TO ORDER - 6:49 PM

ROLL CALL

Council	Dr. Yxstian A. Gutierrez	Chairperson
	Jeffrey J. Giba	Vice-Chair
	George E. Price	Board Member
	Jesse L. Molina	Board Member
	D. LaDonna Jempson	Board Member

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE AUTHORITY

Chairperson Gutierrez opened the agenda item for public comments; there being none, public comments were closed.

SPECIAL ORDER OF BUSINESS

1. There are no reports or issues before the Authority.

ADJOURNMENT OF THE ANNUAL/REGULAR MORENO VALLEY INDUSTRIAL DEVELOPMENT AUTHORITY (IDA) TO THE 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, HOUSING AUTHORITY AND BOARD OF LIBRARY TRUSTEES

Meeting adjourned at 6:50 p.m.

RECONVENE 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, HOUSING AUTHORITY AND BOARD OF LIBRARY TRUSTEES

E. PUBLIC HEARINGS

- E.1. PUBLIC HEARING TO COLLECT COMMUNITY NEEDS COMMENTS & ADOPT 2016-17 OBJECTIVES & POLICIES (Report of: Financial & Management Services)

Mayor Gutierrez opened the agenda item for public comments; there being none, public comments were closed.

Minutes Acceptance: Minutes of Jan 19, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

The general consensus of the City Council was to raise the priority of the Transportation Funding from a 4 to a 3 and to approve Staff's Recommendation No. 2.

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow for the public to comment on the needs of low-and-moderate income residents in Moreno Valley.
2. Approve the proposed CDBG, HOME, and ESG Grant Objectives and Policies for the 2016-2017 Program Year.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jesse L. Molina, Council Member
SECONDER:	D. LaDonna Jempson, Council Member
AYES:	Gutierrez, Giba, Price, Molina, Jempson

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

- F.1. VOTING AUTHORIZATION - BOX SPRINGS MUTUAL ANNUAL MEETING - Item moved to F. (Report of: City Manager)

Motion that Council Member Jempson represent the city, cast a vote, have a staff member present, provide the guidelines and bring back a report.

Recommendations:

1. Authorize the 5th District Council Member to cast votes on behalf of the City of Moreno Valley/Redevelopment Agency/Successor Agency at the Annual Shareholders Meeting of the Box Springs Mutual Water Company on January 20, 2016;
2. Authorize the City Manager to sign any Shareholder Proxy forms which may be required to convey the Council's appointment of the 5th District Council Member as designated representative at the Annual Shareholders Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	George E. Price, Council Member
SECONDER:	Jeffrey J. Giba, Mayor Pro Tem
AYES:	Gutierrez, Giba, Price, Molina, Jempson

G. REPORTS

- G.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) March Joint Powers Commission (JPC)

Mayor Gutierrez provided an update from the January 6, 2016 on March Joint Powers Commission meeting.

The Joint Powers Commission reviewed and approved a Memorandum of Understanding with Lewis Development Corporation for the purchase and entitlement of 314 acres as a residential community of approximately 1,660 homes. There was much discussion about whether or not the General Olds golf course will be maintained. Ultimately, we confirmed that the project scope and amenities will be determined during the next 24 months as Lewis processes their General Plan Amendment, Zone Change, CEQA environmental studies, and Airport Compatibility evaluations as part of their entitlement applications.

We also approved a professional services agreement for a contract project manager for the Lewis development project. The expenses related to this contract will be reimbursed by the Lewis Development Company.

b) Riverside County Habitat Conservation Agency (RCHCA) - No meeting held.

c) Mayor Gutierrez provided an update from the January 13, 2016 on Riverside County Transportation Commission (RCTC)

At the January 13th meeting, the Board approved a Design-Build Cooperative Agreement with Caltrans to build tolled express lanes on Interstate 15 between Cajalco Road and State Route 60 - approximately 14.6 miles. This agreement allows the Commission to make improvements to I-15 and assigns responsibilities between Caltrans and the Commission during the design and construction of the project. The \$13 million agreement includes approximately \$5.7 million in enhanced oversight services, \$6.6 million in construction inspection services, and \$750,000 in Caltrans-controlled contingency. All of the proposed improvements will be built within Caltrans right of way, mostly within the existing I-15 median. The express lanes will provide many travel choices including carpooling, van pooling, express bus, and single occupant travel. The I-15 Express Lanes project, part of the Commission's 10-Year Western Riverside County Highway Delivery Plan, is planned to open in 2020.

d) Riverside Transit Agency (RTA)

Council Member Molina provided an update on the January 14, 2016 Riverside Transit Agency

On January 14th, RTA held the 2016 Annual Meeting of Transportation NOW (T-Now). T-Now began in 1992 and involves a grassroots group comprised of elected officials, community leaders, and everyday transit users, all committed to addressing regional transportation issues and the needs of individual communities. T-Now is comprised of six chapters, Greater Riverside, Hemet/San Jacinto, Northwest, San Geronio Pass, Southwest, and Moreno Valley / Perris. Primary objectives of T-Now is to enhance customer experience when riding the bus, promoting ridership and the benefits of using transit, and improving the image of the transit system.

During the Annual Meeting, the Moreno Valley / Perris chapter highlighted specific RTA accomplishments which include the upgrades to the Moreno Valley Mall hub, which serves more than 1500 riders per day, two new bus routes that will serve the Perris Valley Line of Metrolink, numerous infrastructure and amenities upgrades, a Logo contest, a Rodeo for Coach Operators, and the re-establishment of the Go-Pass Program at Moreno Valley College. If anyone is interested in participating in T-Now, The Moreno Valley / Perris chapter meets on the 3rd Thursday of the month at 11:30. The meeting locations alternate between the City Halls of Perris and Moreno Valley. Please go to the RTA website, riversidetransit.com, for further details.

- e) Western Riverside Council of Governments (WRCOG) - no meeting held.
- f) Western Riverside County Regional Conservation Authority (RCA) - no meeting held.
- g) School District/City Joint Task Force - no meeting held.
- h) Southern California Association of Governments (SCAG)

Mayor Pro Tem Giba provided an update on Southern California Association of Governments (SCAG)

RCTC is one of six County Transportation Commissions that make up the Southern California Association of Governments (SCAG) region. Founded in 1965, SCAG is a Joint Powers Authority under California state law, established as an association of local governments and agencies that convene as a forum to address regional issues. The SCAG region encompasses six counties (Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura) and 191 cities in an area covering more than 38,000 square miles.

SCAG's Regional Council approved release of the 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (2016 RTP/SCS) and its Environmental Impact Report for public review and comment. The comment period ends on Feb. 1, 2016. This long range regional

transportation plan provides a basis of expenditure of federal funding to meet air quality mandates in the region. I would encourage everyone to go to the SCAG website, scag.ca.gov, and provide your feedback to the plan.

Council Member Molina reported that he had attended the SCAG orientation and was agreeable with some of the points stated. He also attended the RCTC meeting and heard about the HOV lanes going down interstate 15 and Cajalco. He did submit written comments and spoke with representatives from San Jacinto and Hemet. The 60 interstate needs widening and is built out to maximum capacity except through Moreno Valley to Beaumont. He will keep speaking about that. Encouraged the public to submit comments on SCAG’s website.

Break

G.2. APPOINTMENT TO THE PARKS AND RECREATION COMMISSION - TEENAGE MEMBER (Report of: City Clerk)

Mayor Gutierrez opened the agenda item for public comments; there being none, public comments were closed.

Recommendations: That the City Council:

1. Appoint Andre N. Gutierrez to the Parks and Recreation Commission as a teenage member with a term expiring three years after the effective date of appointment, or until high school graduation, whichever comes first.
2. If vacancy is not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the position as vacant and carry over the current application for reconsideration of appointment at a future date.

Motion to appoint Andre N. Gutierrez to the Parks and Recreation Commission as a teenage member with a term expiring three years after the effective date of appointment, or until high school graduation, whichever comes first.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeffrey J. Giba, Mayor Pro Tem
SECONDER:	George E. Price, Council Member
AYES:	Gutierrez, Giba, Price, Molina, Jempson

Item moved prior to Consent Calendar.

G.3. SIGNATURE AUTHORITY OF CITY MANAGER (CONTINUED FROM DECEMBER 15, 2015) (Report of: City Manager)

Mayor Gutierrez opened the agenda item for public comments, which were received from Chris Baca.

Recommendations: That the City Council:

1. Review the signature authority previously delegated to the City Manager by the City Council.
2. Take whatever action the City Council deems appropriate.

Item to be brought back to Council to a date uncertain.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeffrey J. Giba, Mayor Pro Tem
SECONDER:	George E. Price, Council Member
AYES:	Gutierrez, Giba, Price, Molina, Jempson

G.4. OPTIONS FOR APPOINTMENT OF CITY TREASURER - No Action Taken. (Report of: City Manager)

Mayor Gutierrez opened the agenda item for public comments, which were received from Chris Baca and Tom Jerele, Sr.

Directed staff to take the item to Finance Sub-Committee to review other options.

No action taken.

Recommendations: That the City Council:

1. Discuss options for the appointment of the City Treasurer position.
2. Take whatever action it deems appropriate.

G.5. CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action) - none

G.6. CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

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

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

H.3. ORDINANCES - URGENCY ORDINANCES - NONE

H.4. RESOLUTIONS - NONE

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

Council Member Jempson

Commended and thanked Fire Chief and staff for the response on December 26th; was kept abreast and is confident these types of emergencies occurring with El Nino that the City will be able to handle these situations; is very proud of the city
Invited the public to attend the Strategic Planning Meeting for community input on Saturday in the Council Chamber from 9:00 a.m. -10:30 a.m. and on Wednesday 6:00 p.m. - 7:30 p.m.
Delighted that she will be doing a drive-along on Saturday
Next stop with the Fire Chief

Council Member Molina

Attended the Pinning on Ceremony for Brigadier General Muncy; it was a nice event
Encouraged supporting the base

Council Member Price

On April 8 Historical Society will have an auction at the March Air Museum
Memorial Day Highway 395 celebration on May 31, 2016
Friday - Chamber Installation Dinner, Citizen of the Year and Businesses of the Year
Thanked everyone that invited Council to events
Commended Police and Fire Departments for events they do in the community
Would like to hear from the water experts, EMWD to speak on the 70% water reduction
City Manager, Michelle Dawson responded that the topic is scheduled for the February 9, 2016 Study Session
Southern Cal Gas public meeting, all the comments and sign –in forms were lost; asked public to send in comments; would like the company to re-do the meeting
City Manager Michelle Dawson commented she would reach out to the Public Utilities Commission regarding Southern Cal Gas
Supports Mayor Pro Tem Giba, adjourning in Evelyn Bell's memory; worked a lot of years with her; wonderful woman with a smile

Mayor Pro Tem Giba

Attended the Moreno Valley College Scholarship breakfast celebrating the legacy of Martin Luther King Day; a lot of wonderful speakers; certificates were handed out
Did have an opportunity to spend with employee Evelyn Bell before she passed away; charming, pleasant and happy woman; I will personally miss her

Mayor Gutierrez

Attended the Wellness Conference; water rates increasing
 Congratulations to the mentoring groups; beautiful ceremony
 Informed Council Member Jempson that she would enjoy the ride-along
 Also enjoyed the ride along with the firefighters
 Encouraged residents to look at the city's website on how to prepare for El Nino for their pets
 Reminded residents January 23 and 27, Town Hall meetings on the Strategic Planning
 Attended the County-wide Mayor's meeting, Governor's initial budget indicates 3.6 billion in addition to transportation for local cities; equates to 1.6 million for the City of Moreno Valley

ADJOURNMENT

There being no further business to conduct the Joint Meeting was adjourned at 9:20 p.m. in Evelyn Bell's memory.

Submitted by:

Jane Halstead, City Clerk, CMC
 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

Approved by:

Dr. Yxstian A. Gutierrez, Mayor
 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



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 16, 2016

TITLE: APPROPRIATION OF ADDITIONAL FUNDS TO ADDRESS ENVIRONMENTAL MITIGATION IMPACT FEES FOR THE HEACOCK STREET CHANNEL PROJECT PROJECT NO. 804 0001 70 77

RECOMMENDED ACTION

Recommendation:

1. Authorize the re-appropriation of \$353,000 of Measure A funds (Fund 2001) from the Heacock Street / Perris Valley Storm Drain Lateral A to Cactus Avenue Project to the Heacock Street Channel Project.

SUMMARY

The existing Heacock Street Channel, westerly of Heacock Street between Cactus Avenue and the Heacock Street Bridge over Perris Valley Storm Drain (PVSD) Lateral A (just south of Krameria Avenue) currently functions poorly because it was not designed or constructed to handle the large drainage tributary area and it has a history of frequent flooding during moderate to heavy storm events. The proposed Heacock Street Channel Project includes the design and construction of a fully lined concrete flood control channel that will provide 100-year flood protection to residential, commercial, federal, public and privately owned properties within the vicinity of the Project site.

This report recommends approval of an appropriation of \$353,000 to close a funding shortfall needed for the City's anticipated \$800,000 contribution towards environmental mitigation costs for the Heacock Street Channel Project. Time is of the essence in acting on this funding appropriation as the California Department of Fish and Wildlife is willing to partner with the project team in achieving environmental compliance quickly. Obtaining the environmental clearance permits from the regulatory agencies is absolutely critical in order for the project to move into the construction phase. It is important to note that the March Air Reserve Base has appropriated approximately \$8

Million towards the environmental permitting and construction of the Heacock Street Channel. The District has appropriated approximately \$7.7 Million for the construction and also agreed to take over maintenance of the facility once it is constructed. It is apparent most if not all of the construction funds are in place for the Heacock Street Channel improvements.

DISCUSSION

The existing Heacock Street Channel has a history of frequent flooding during moderate to heavy storm events. Within the area, there are numerous single family homes, several commercial properties, a mobile home park, a thriving industrial warehouse area and Heacock Street itself that are subject to flooding. The proposed channel improvement has consistently been the first choice on the annual "Nomination of Flood Control Project" submitted to the District to improve the storm drain channel.

On November 27, 2012, City Council approved the execution of the Cooperative Agreement between the City, March Joint Powers Authority (MJPA) and the Riverside County Flood Control and Water Conservation District (the District) for the Sunnymead Master Drainage Plan (MDP) - Line B, Stage 3, also known as the Heacock Street Channel Project. This agreement stipulates that the City will use its Sunnymead MDP Area Drainage Fees (ADF) of \$1.25 million, collected by the District, to fund the environmental and design phases of the Heacock Street Channel Project, with MJPA taking the lead project management role to complete the environmental and design phases. The District agreed to construct and maintain the improvements as funds become available.

On December 9, 2014, City Council approved Amendment No. 2 to another existing Cooperative Agreement between the District and the City for the funding and construction of master-planned flood control improvements throughout the City. The Cooperative Agreement established a mechanism for the collection of drainage tax increment fees by the District and the distribution of the fees for potential flood control improvement projects within the District's approved Master Drainage Plans. The agreement along with its amendments designated the City to utilize the collected fees for construction of these drainage facilities which included the proposed Heacock Street Channel Project. Approximately \$447,000 is available under this Cooperative Agreement.

On October 27, 2015, City Council approved the Fourth Amendment to the Settlement Agreement with property owner Rados that resulted in the City obtaining 106,516 square feet of property frontage street right-of-way dedication along a portion of Heacock Street south of Gentian Avenue. Obtaining this street right-of-way dedication facilitated the eventual realignment of the old Heacock Street just south of Gentian Avenue and making room for the widening of the proposed Heacock Street Channel.

In December of 2014, the MJPA Commission approved a conceptual design for the full improvement of the Heacock Street Channel, and certified the Project Environmental Impact Report (EIR) for the implementation of the Project. The Project involves three

stages, with each stage corresponding to the three different property ownerships along the channel. Stage 1 (3,590 lineal feet) is located along properties belonging to the March JPA, and begins at the intersection of Cactus Avenue at Heacock Street, and terminates at the northerly top of Landfill No. 6. Stage 2 (2,625 lineal feet) is located along Moreno Valley’s March Field Park, while Stage 3 (approximately 3,600 lineal feet) is located along MARB property beginning at the southerly limit of the Landfill No. 6 proceeding south until it terminates at the Heacock Street Bridge at PVSD Lateral A near Krameria Avenue.

Project Impact and Mitigation:

The certified Project EIR identified that the Project would permanently impact 2.69-acres of US Army Corp of Engineers (USACE) wetlands, and 4.82-acres of California Department of Fish & Wildlife (CDFW) jurisdictional waters. Avoidance of these areas is not feasible during Project implementation; as such, the EIR identified that impacts to the aforementioned resources would be mitigated to a level of less than significant, through “the purchase of credits at an approved mitigation bank to replace the impacts to riparian habitat at a 3:1 ratio and at a 1:1 ratio for the loss of unvegetated streambed” (Heacock Street Channel Improvements EIR, p. 3-3) consistent with typical requirements of the applicable regulatory agencies. The aforementioned mitigation ratio resulted in 12.12-acres of replacement to impacted resources, which assumed that the purchase of 12.12 credits at an approved mitigation bank would satisfy the Project’s regulatory requirements. Since the approval of the Project, and certification of the EIR, MJPA staff on behalf of the property team submitted regulatory applications to the USACE, CDFW and Santa Ana Regional Water Quality Control Board (RWQCB) for review and approval. After extensive research of available mitigation programs, it was determined that the Riverside-Corona Resource Conservation District’s (RCRCD) in-lieu fee program was the only available program in the region that could meet the Project’s mitigation needs. Unfortunately, RCRCD’s released a credit cost of \$230,500 per credit in 2015, resulting in an overall mitigation cost of approximately \$2.8 million. The following Table 1 illustrates the overall mitigation breakdown per Project stage at RCRCD’s 2015 credit cost.

Table 1. Original Mitigation Proposal (3:1 riparian, 1:1 unvegetated streambed)

Stage	Ownership	Acreage	Cost
1	MJPA	3.59	\$827,495
2	Moreno Valley	4.96	\$1,143,280
3	MARB	3.57	\$822,885
Total		12.12	\$2,793,660

Revised Proposal to Regulatory Agencies

The realized actual mitigation cost created a hardship for stakeholders and resulted in ongoing negotiation efforts between regulatory agencies and MJPA staff. On December 22, 2015, Glenn Lukos Associates (GLA), on behalf of MJPA and the rest of the project team, submitted a revised mitigation proposal to CDFW accompanied by hardship letters from stakeholders.

On January 4, 2016, MJPA staff received a call from CDFW. CDFW understands the urgency of the Project, and that Project proponents have very limited funding associated with the improvement of the Heacock Street Channel. CDFW also understands that, if approved by the various entities, the listed amounts in Table 2 will be the maximum contribution toward mitigation costs for Heacock Street Channel. CDFW indicated they would facilitate negotiations with independent entities, and regulatory agencies, on property resources and location for the purpose of helping the Heacock Street Channel Project proponents meet all regulatory requirements, but also to maximize the use of limited public funds to the extent possible. CDFW has been informed that the entities' funds will be allocated upon receipt of regulatory permits, the execution of the appropriate regulatory agreements, and identification of the specific entity to which the funds will be allocated. The following Table 2 represents stakeholder achievable budgets for mitigation, under a best-case-scenario. MARB funding is restricted to impacts on wetlands (USACE and RWQCB); and as such, their mitigation costs are estimated at approximately \$300,000.

Table 2. CDFW Approach

Stage	Ownership	Acreage	RCRCD	Maximum Contribution
1	MJPA	3.59	\$827,495	\$700,000
2	Moreno Valley	4.96	\$1,143,280	\$800,000
3	MARB	3.57	\$822,885	\$300,000
Total		12.12	\$2,793,660	\$1,800,000

In support of CDFW's negotiation efforts on behalf of the Heacock Street Channel Project, Staff recommends the City Council approve the appropriation of \$353,000 in funding that will add to the existing budgeted \$447,000 resulting in the \$800,000 needed for the City's contribution towards environmental mitigation costs for the Heacock Street Channel Project. Obtaining the environmental clearance permits from the regulatory agencies is absolutely critical in order for the project to move into the construction phase. The MJPA Commission approved their portion of the \$700,000 funding on January 20, 2016. It is important to note that the March Air Reserve Base has appropriated approximately \$8 Million towards the environmental permitting and construction of the Heacock Street Channel. The District has appropriated approximately \$7.7 Million for the construction and also agreed to take over maintenance of the facility once it is constructed.

ALTERNATIVES

1. Approve the actions as presented in this Staff Report. *This alternative will allow for the City to fulfill its environmental impact obligations as required by the regulatory agencies in order to obtain approvals to proceed with the construction of the Heacock Street Channel this Fall 2016.*

2. Do not approve the actions as presented in this Staff Report. *This alternative will result in a missed opportunity to collaboratively work with a committed CDFW to reach a consensus in achieving the required environmental mitigation at a reduced cost. It may also significantly delay the construction of the Heacock Street Channel that currently frequently floods and significantly impacts the community.*

FISCAL IMPACT

Approximately \$447,000 was budgeted as part of the Fiscal Year 2015/2016 CIP under Fund 4021 (Drainage Tax Increment Fund). Based on recent discussion with the California Department of Fish and Wildlife (CDFW), there is commitment that the originally anticipated mitigation fee applicable to the City in the amount of \$1,143,000 could be reduced to \$800,000. This reduced figure still results in a funding shortfall of \$353,000. Staff proposes to transfer this \$353,000 shortfall amount from the current Heacock Street Improvement Project that has a \$725,000 budget under Fund 2001 (local Measure A Transportation monies). Since a portion of the street improvements qualify for TUMF reimbursements, staff will return to City Council in short order with a funding plan that will allow for the realignment and widening of Heacock Street between Iris Avenue and Gentian Avenue. This segment of Heacock is the only remaining bottleneck within the 2-mile long arterial roadway extending from Cactus Avenue to San Michele Road. City Staff is in the process of scheduling a meeting with WRCOG to seek TUMF funding for the street improvement work.

PROPOSED RE-APPROPRIATION OF FUNDS

Description	Fund	GL Account No. Project No.	Type (Rev/Exp)	FY 15/16 Budget	Proposed Adjustments	FY 15/16 Amended Budget
Measure A	2001	2001-70-77-80001-720199	Exp	\$7,171,650	\$0	\$7,171,650
		801 0023 70 77-2001-99	Exp	\$725,000	(\$353,000)	\$372,000
		804 0001 70 77-2001-99	Exp	\$70,000	\$353,000	\$423,000

AVAILABLE PROJECT FUNDS:

Heacock Street Channel-Stage 3
 Account No. 3000-70-77-80004 / Project No. 804 0001 70 77-3000..... \$742,000
 Account No. 3002-70-77-80004 / Project No. 804 0001 70 77-3002..... \$447,000
 Account No. 2001-70-77-80004 / Project No. 804 0001 70 77-2001.....\$70,000
Add Account No. 2001-70-77-80004 / Project No. 804 0001 70 77-2001.....\$353,000
 Total Available Project Funds\$1,612,000

ESTIMATED COSTS:

Completion of Design\$740,000
 Environmental Mitigation\$800,000
 Project Administration\$70,000
 Total Estimated Costs\$1,610,000

ANTICIPATED PROJECT SCHEDULE

Design & Environmental Completed by June 2016
Advertise, Bid and Award* Completed by October 2016
Construction November 2016 to November 2017

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

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

CITY COUNCIL GOALS

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

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.

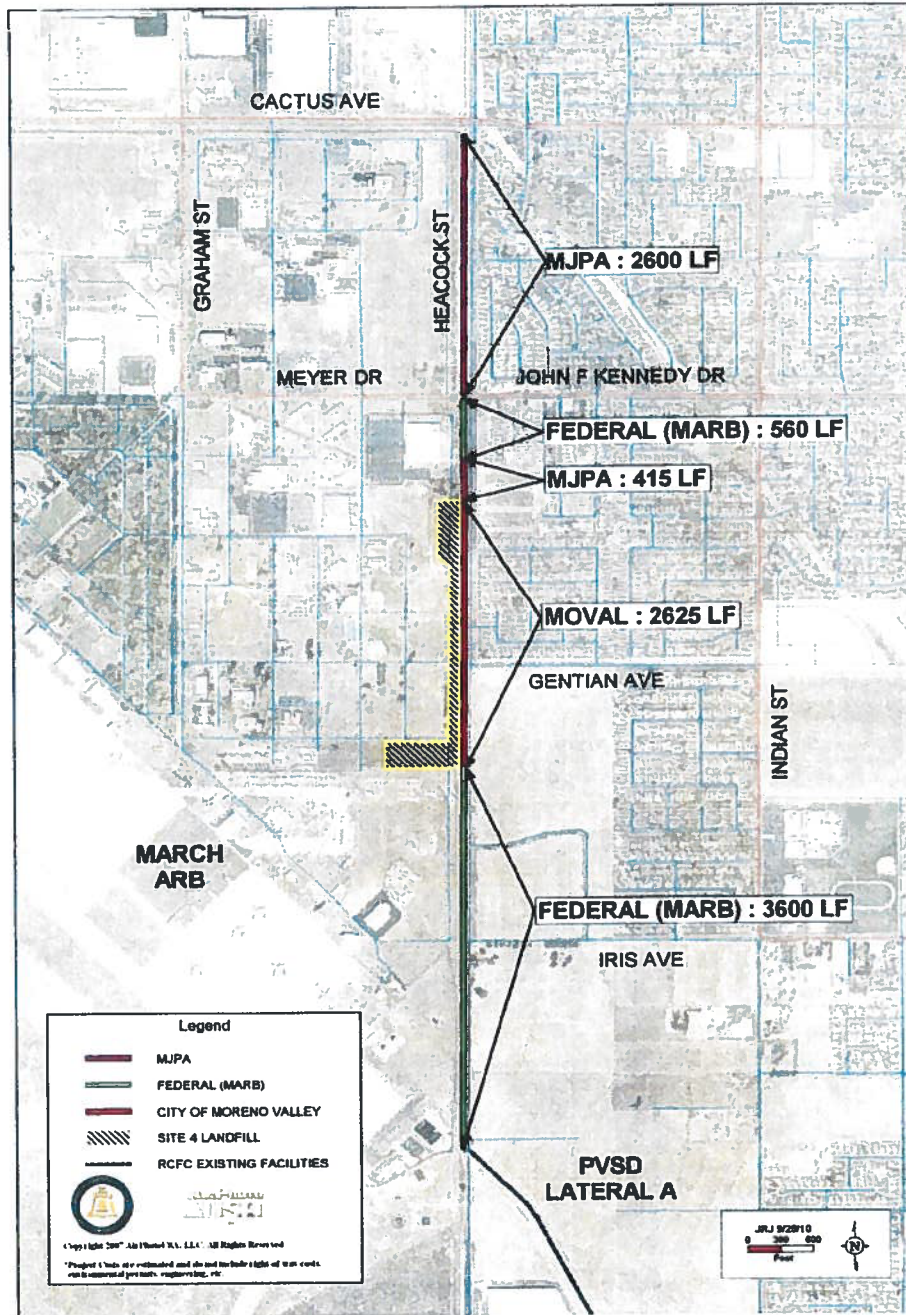
Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood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

ATTACHMENTS

- 1. Location Map
- 2. City of Moreno Valley Hardship Letter

APPROVALS

Budget Officer Approval	<u> ✓ Approved </u>	1/26/16 6:58 PM
City Attorney Approval	<u> ✓ Approved </u>	2/01/16 10:07 AM
City Manager Approval	<u> ✓ Approved </u>	2/03/16 10:18 AM



TEL: 951.413.3100
WWW.MOVAL.ORG



14177 FREDERICK STR
P.O. BOX 88
MORENO VALLEY, CA 92552-0805

November 10, 2015

U.S. Mail

Attn: Lori M. Stone
Executive Director
March Joint Powers Authority
23555 Meyer Drive
Riverside, CA. 92518

RE: Heacock Channel Improvement Project Mitigation Plan

Dear Ms. Stone:

We are in receipt of your request for property contribution from the City of Moreno Valley (City) that may serve as mitigation areas for wetlands and biological resources, for the Heacock Channel Improvement Project. This letter is to inform you that the City does not currently own, nor manage, properties that might be available for wetlands and biological resource mitigation anywhere within our City boundaries, or near the Project area. Moreover, within the past few months the City participated in meetings recently with the March JPA and the March Air Reserve Base, regarding the Base's ongoing concerns regarding standing water and waterfowl issues causing national security flight operations disruption due to "bird-strike". More specifically, the Base has expressed concerns with any nearby open drainage channel standing water due vegetation growth that attracts water flow. It is the City's opinion that based upon the Base's expressed concerns on waterfowl issues that the March JPA pursue other alternatives for off-site wetlands and biological mitigation related to the Heacock Channel Project.

On a separate but related issue, the City was recently informed that the costs associated with the mitigation requirement by California Department of Fish & Wildlife (CDFW) could potentially make the Project infeasible. This requirement would result in an unanticipated mitigation cost of approximately \$1,000,000 to the City, based on a \$230,500 per acre cost released by the Riverside-Corona Resource Conservation District more than two months ago. As you know, the City committed \$1.25 million to the engineering and environmental review of the Project because of the protection that the Project would provide to neighboring communities that experience frequent flooding during rain events near the Heacock Channel. Moreover, as the Project would line an existing Superfund site with a waterproof concrete channel, the neighboring communities would be protected from potential exposures to contaminated groundwater that continues to rise at an average of 2-feet every year along Base properties.

Based on the aforementioned constraints along the City's portion of the Project area, we consider a \$1,000,000 mitigation cost a severe penalty to our community. Furthermore, the City has not recovered from the Great Recession of the late 2000s and has struggled to maintain its existing infrastructure. The attached exhibits clearly show the adjacent properties to the

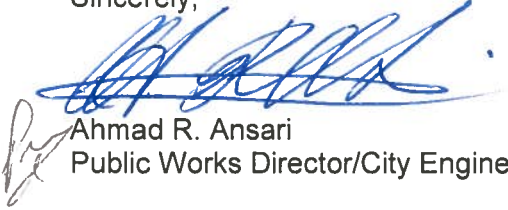
November 10, 2015

Page 2

Heacock Channel continue to endure significant flooding and the adjacent Heacock Street remains in significantly distressed condition when it is not under water. The mitigation costs presented by this Project would further create a financial hardship for our municipality. We respectfully request that the March JPA, as Project manager, negotiate a more reasonable mitigation requirement with CDFW that may align more with our remaining budget of \$500,000 for this Project.

If you have any further questions on this issue please feel free to contact Prem Kumar at (951) 413-3116 or by email at premk@moval.org.

Sincerely,



Ahmad R. Ansari
Public Works Director/City Engineer

PK:vl

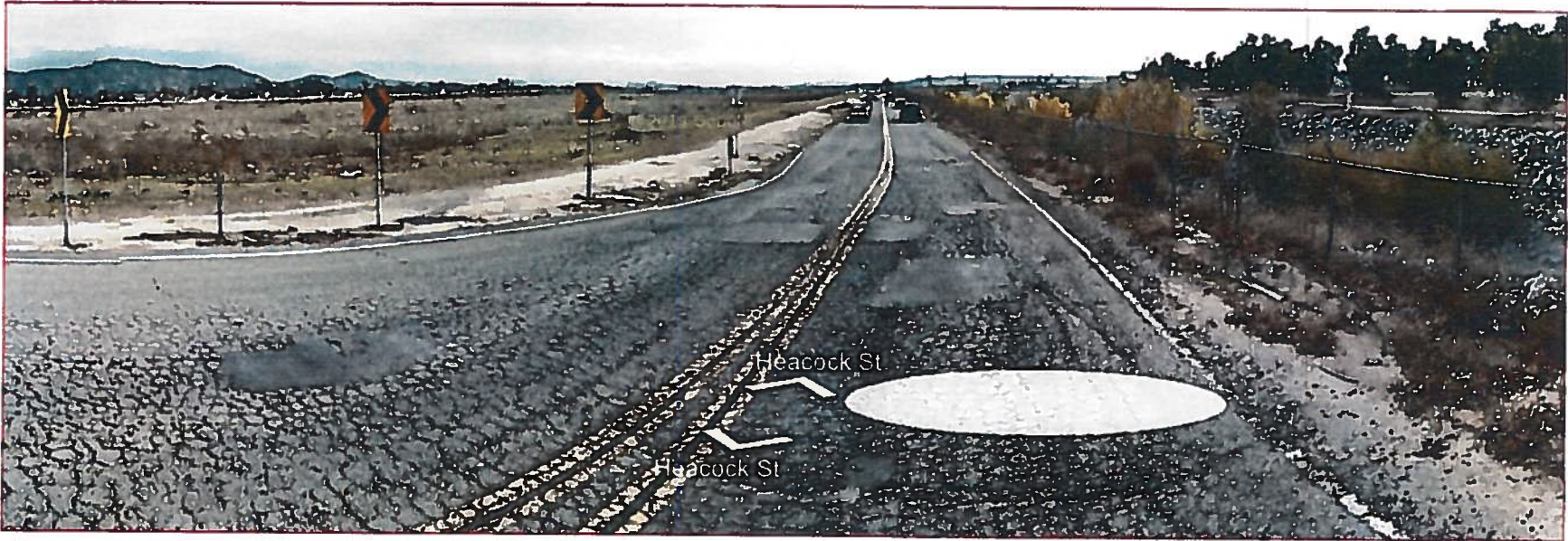
Enclosure: Exhibit A & B



Flooding along Heacock Street between Gentian Avenue and Iris Avenue

EXHIBIT A

Attachment: City of Moreno Valley Hardship Letter (1897 : APPROPRIATION OF ADDITIONAL FUNDS TO



Existing Heacock Street near Gentian Avenue (looking south next to Rados Properties)

EXHIBIT B



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 16, 2016

TITLE: AUTHORIZE THE PROFESSIONAL SERVICE AGREEMENT WITH DISABILITY ACCESS CONSULTANTS (DAC) FOR ADA TRANSITION PLAN

RECOMMENDED ACTION

Recommendation:

1. This report recommends to the City Council that the City Manager extend the agreement with Disability Access Consultants (DAC), a qualified ADA consultant to assist the City's ADA Coordinator in conducting a comprehensive review of the 1995 Transition Plan and 2010 ROW Plan and develop a single Comprehensive City-Wide Transition Plan that incorporates the elements of both Plans.
2. Approve budget adjustments to the adopted budget as set forth in the Fiscal Impact section of this report.

SUMMARY

This report recommends that the City Manager extend the existing contract up to \$50,000 with DAC a qualified ADA consultant to assist the City's ADA Coordinator and conduct a comprehensive review of the 1995 Transition Plan and 2010 ROW Plan and develop a single Comprehensive City-Wide Transition Plan that incorporates the elements of both Plans.

DISCUSSION

ADA Coordinator

Since the City of Moreno Valley is a public entity with 50 or more employees, it is required to have an ADA grievance procedure place and to designate at least one responsible employee to coordinate ADA compliance. Although the law does not require the use of the term "ADA Coordinator," it is commonly used by state and local

governments across the country.

The ADA Coordinator's role is to coordinate the City's efforts to comply with the ADA and investigate any complaints that the City has violated the ADA. The ADA Coordinator serves as the point of contact for individuals with disabilities to request auxiliary aids and services, policy modifications, and other accommodations or to file a complaint with the City; for the general public to address ADA concerns; and often for employees of the City who have ADA concerns.

1995 Transition Plan

In accordance with Title II of the ADA, staff completed a self-evaluation of all City programs and facilities, which included, among other things, a review of City policies pertaining to program access. In addition, staff inspected all City-owned and -leased facilities to evaluate compliance with ADA. From this, the City adopted the 1995 ADA Transition Plan ("1995 Transition Plan"). The 1995 Transition Plan identified specific facilities that required structural and nonstructural modifications to be in compliance with accessibility standards. The 1995 Transition Plan also focused on City programs that were to be made in compliance with the ADA. The City made changes to certain procedures and programs and modified certain facilities to be in compliance and/or consistent with the 1995 Transition Plan.

In 2014, the City retained ADA consultant Disability Access Consultants ("DAC") to conduct a review of the City's policies and facilities to update the City's 1995 Plan, in accordance with the ADA ("2014 DAC Review"). Although the work was comprehensive, completion dates were not identified, nor were priorities identified, due possibly to financial shortfalls and staff cutbacks.

2010 Public Right-of-Way Access Transition Plan

In 2010, the City adopted The Public Right of Way Access Americans with Disabilities Act Transition Plan ("2010 ROW Plan"). The 2010 ROW Plan was deemed to be an extension of the 1995 Transition Plan. The 2010 ROW Plan summarizes pedestrian access needs in the City. Specifically, the 2010 ROW Plan outlines the recommended procedures for the prioritization, implementation and scheduling of necessary remedial work and provides an evaluation of the City's ADA compliant curb (access) ramps and public sidewalks (only those within the City's right-of-way and control), and various traffic pedestrian detectable warning devices.

In 2014, the City's Public Works Department conducted a separate accessibility study regarding the 2010 ROW Plan, with a focus on curb ramps ("2014 ROW Study"). As such, the City revised the 2010 ROW Plan based upon this 2014 ROW Study with respect only to curb ramps. This means that there is a need for the City to complete its review of the entire 2010 ROW Plan.

2016, January 12 Council Study Session

Staff submitted an ADA Transition Plan report at the January 12, 2016 Study Session that discussed the ADA requirements the City of Moreno Valley is mandated to follow according to State and Federal law. As a result of that meeting, staff was directed to

rehire DAC to expeditiously incorporate the mandated ADA elements into the City's Transition plans bring the plans into compliance, in accordance with ADA regulations. The recent contracted with DAC was to start the necessary work to insure the City has an update ADA Transition Plan, perform the necessary initial services to insure the City's Transition Plan because compliant, and supply the necessary supporting services to the City's ADA Coordinator to review and respond to ADA claims.

Recommendation

In light of the foregoing, the City Attorney's Office, with the concurrence of PERMA, which is the Joint Powers Authority that provides insurance coverage and risk management services for the City, strongly recommends that the City Manager continue with DAC to conduct a comprehensive review of the 1995 Transition Plan and 2010 ROW Plan and to develop a single Comprehensive City-Wide Transition Plan that incorporates the elements of both Plans. To complete each required modification and change necessary to achieve ADA compliant accessibility within the time mandated by law and/or as expeditiously as possible. This staff report recommends to the City Council to approve the City Manager extending the agreement with Disability Access Consultants (DAC), a qualified ADA consultant to assist the City's ADA Coordinator and continual conducting a comprehensive review.

ALTERNATIVES

1. Retain and extend Disability Access Consultants (DAC) contract, a qualified and experienced ADA consultant, to perform the services described in this report. Approve the budget amendment for the funding of the contract. **Recommended.**
2. Do not retain and extend Disability Access Consultants (DAC), a qualified and experienced ADA consultant, to perform the services described in this report and provide further direction to staff. This alternative will expose the City to potentially costly fines and/or monetary damages that may arise from ADA-related claims, complaints and enforcement actions. **Not recommended.**

FISCAL IMPACT

Costs associated with the contract will be encumbered by the City Attorney's Office and funded through the City's General Liability fund.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 15/16 Budget	Proposed Adjustments	FY 15/16 Amended Budget
Contract exp.	Gen. Liability	7010-14-10-14020-620299	Exp	\$9,200	\$50,000	\$59,200

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Name: Guy Pegan
Senior Engineer, PE

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

Concurred By:
Name: Henry Ngo
Interim Engineering Division Manager

Concurred By:
Name: Steven B. Quintanilla
Interim City Attorney

CITY COUNCIL GOALS

None

ATTACHMENTS

- 1. DAC PROFESSIONAL SERVICES AGREEMENT

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/21/16 3:55 PM
City Attorney Approval	<u>✓ Approved</u>	2/04/16 9:21 AM
City Manager Approval	<u>✓ Approved</u>	2/04/16 11:49 AM

**DISABILITY ACCESS CONSULTANTS
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as “City,” and Disability Access Consultants, hereinafter described as “Consultant.” This Agreement is made and entered into effective on the date the City signs this Agreement (“Effective Date”).

RECITALS

WHEREAS, the City has determined it is in the public interest to retain the professional and technical services of a qualified and experienced Consultant to provide the City with services related to assessing whether the City has met any or all of the mandatory compliance requirements of the ADA, Section 504 of the Rehabilitation Act and Title 24 and related accessibility standards and requirements, hereinafter described as “Services”; and

WHEREAS, Consultant represents it is professionally qualified in California to perform and provide the Services.

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

SCOPE OF SERVICES

1. Consultant shall perform the Services as described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference.

PAYMENT TERMS

2. The City agrees to pay Consultant and Consultant agrees to receive a “Not-to-Exceed” fee of _____ Thousand Dollars and zero cents (\$---,000.0) in accordance with the payment terms provided in Exhibit B attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

4. This Agreement shall be effective from the Effective Date and shall continue in full force and effect date until either the \$---,000 is exhausted, until services are completed, or until the City Council formally approves an agreement that supersedes this Agreement, whichever occurs first, subject to any earlier termination in accordance with this Agreement.

SPECIAL PROVISIONS

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

Attachment: DAC PROFESSIONAL SERVICES AGREEMENT (1896 : ADA TRANSITION PLAN)

AGREEMENT FOR PROFESSIONAL SERVICES

6. Consultant may 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 Consultant. Any and all subcontractors employed by Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subcontractor for any services performed for or in lieu of Consultant.

7. Consultant agrees to use reasonable care and diligence to perform the Services.

8. Consultant shall comply with applicable federal, state, and local laws in the performance of Services under this Agreement.

9. 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 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.

AGREEMENT FOR PROFESSIONAL SERVICES

(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.

10. To the furthest extent allowed by law, 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.

11. 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 C, which is incorporated herein, 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

AGREEMENT FOR PROFESSIONAL SERVICES

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.

12. 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.

13. If ever applicable, Consultant and subcontractors shall pay prevailing wage rates when required by the Labor Laws of the State of California.

14. (a) Consultant shall deliver to the City Manager or his/her designee, fully completed and detailed Services-related documents which shall become the property of the City. Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by Consultant in performance of this Agreement.

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

(c) Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

15. (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 Services; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, Consultant may continue Services 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 Consultant within thirty (30) days after the date of termination for all non-objected to services performed by 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.

AGREEMENT FOR PROFESSIONAL SERVICES

(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 the City of the cessation of such occurrence.

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

17. A City representative shall be designated by the City and a Consultant representative shall be designated by Consultant. The City representative and Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with Consultant, and 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.

18. This Agreement represents the entire and integrated Agreement between the City and 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.

19. Where the payment terms provide for compensation on a time and materials basis, Consultant shall maintain adequate records to permit inspection and audit of Consultant's time and materials charges under this Agreement. Consultant shall make such records available to the City at 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 Consultant for three (3) years following

AGREEMENT FOR PROFESSIONAL SERVICES

completion of the services under this Agreement.

20. The City and 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.

21. (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 of the Services, 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 Agreement, 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 the this Agreement 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 21(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 21 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 21 shall survive expiration or termination of this Agreement.

22. All plans, drawings, specifications, reports, logs, and other documents prepared by Consultant in its performance under this Agreement shall, upon completion of the Services, be delivered to and be the property of the City, provided that Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

**AGREEMENT FOR
PROFESSIONAL SERVICES**

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

SIGNATURE PAGE FOLLOWS

Attachment: DAC PROFESSIONAL SERVICES AGREEMENT (1896 : ADA TRANSITION PLAN)

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

City of Moreno Valley

Disability Access Consultant

BY: _____
Michelle Dawson, City Manager

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

Date

Date

BY: _____

Name: _____

TITLE: _____

(Corporate Secretary)

Date

INTERNAL USE ONLY

ATTEST:

Jane Halstead, City Clerk

APPROVED AS TO LEGAL FORM:

Steven B. Quintanilla, Interim City Attorney

Date

Attachment: DAC PROFESSIONAL SERVICES AGREEMENT (1896 : ADA TRANSITION PLAN)

EXHIBIT A**SCOPE OF SERVICES**

Consultant, in collaboration with the City, shall review the initiatives of the City to assess whether the City has met any or all of the mandatory compliance requirements of the American with Disabilities Act (ADA), Section 504 of the Rehabilitation Act and Title 24 and related accessibility standards and requirements.

If after review, it is determined that the City needs to complete or revise any of the required compliance components, Consultant shall provide a recommended compliance plan that may include other “Service Delivery” options. If no other services are recommended, Consultant shall issue a statement of “City of Moreno Valley Compliance.” Consultant shall provide documentation of the compliance efforts that have been completed or are in process by the City.

Consultant shall also assist the City’s ADA Coordinator with analyzing and responding to all inquiries, complaints and/or claims regarding any current ADA related concerns or issues.

EXHIBIT B**PAYMENT TERMS**

1. Consultant's compensation shall not exceed ____ Thousand Dollars (\$--0,000.00).
2. 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. 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. 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 City Manager's Department.
3. Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
4. The minimum information required on all invoices is:
 - a. Vendor Name, Mailing Address, and Phone Number
 - b. Invoice Date
 - c. Vendor Invoice Number
 - d. City-provided Reference Number (e.g. 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 Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT C

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

AGENDA DATE: February 16, 2016

TITLE: AWARD TO ALTEC FOR THE REPLACEMENT PURCHASE OF ONE FORD F-750 TREE MAINTENANCE BUCKET TRUCK

RECOMMENDED ACTION

Recommendations:

1. Award to Altec, Inc of Creedmoor, NC, for the purchase of one 2016 Ford F-750 chassis truck with Articulating Aerial Bucket and Chip Dump Body, Altec Model LR7-60, and:
2. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Altec, Inc in the amount of \$142,457.

SUMMARY

This report recommends approval to purchase a replacement tree bucket truck for an existing 2001 Ford F-750 model tree truck that has come to the end of its useful life. This purchase is funded through Capital Equipment Replacement funds appropriated within General Fund, and was approved in the FY 2015/16 – 2016/17 Operating Budget by the City Council on June 23, 2015.

DISCUSSION

The unit to be replaced is a Model 2001 Ford F-750 tree truck. It has exceeded its normal life cycle and is critical to street maintenance operations. This vehicle is in poor mechanical condition and requires expensive repairs due to years of heavy use. Replacement for this vehicle is imperative to maintain tree maintenance services. City Council approved an appropriation of \$2,482,909 on June 23, 2015 for fleet replacement that included a tree truck from account 1010-70-78-45370-660322. The

tree fleet, consisting of three (3) vehicles, will remain at its current level. The tree truck being replaced will be retired and surplused.

Although other tree truck manufacturers are available for competitive award, the Altec brand is best suited for the City. The reasons the Altec is the best unit for the City is:

1. Operator safety utilizing familiar brand of vehicle and articulating aerial bucket device
2. Equipment design is one with which in-house Vehicle/Equipment staff has familiarity
3. Parts and warranty repair consistency with a local available vendor

Per the Moreno Valley Municipal Code, Section 3.12.260, "Where advantageous for the City and to the extent consistent with state law, the City Manager may authorize the Financial & Administrative Services Director or the Purchasing Manager to purchase supplies, materials, equipment or contractual services through legal, competitively awarded contracts with or of other governmental jurisdictions or public agencies, including California Multiple Award Schedules (CMAS) commonly referred to as "piggybacking," without further contracting, solicitation or formal bidding as described in this chapter. (Ord. 624 § 1.7, 2003: Ord. 587 § 2.1 (part), 2001)".

The NJPA Cooperative Purchasing Agreement – Contract #031014-ALT, was competitively solicited and awarded to Altec, Incorporated, manufacturer of aerial lifts and specialty equipment for the tree care maintenance industries, on May 1, 2014 and expires on April 30, 2018. Staff believes the NJPA contract provides the most competitive pricing and highest quality equipment to the City, thereby offering the best value.

ALTERNATIVES

1. Award to Altec, Incorporated of Creedmoor, NC, for the purchase of a 2016 Ford F-750 chassis truck with Articulating Aerial Bucket and Chip Dump Body, Altec Model LR7-60; and authorize the Purchasing & Facilities Division Manager to issue a purchase order to Altec, Incorporated in the amount of \$142,457. **(Staff recommends this action as it is consistent with the best practice of replacing vehicles that exceed their useful life miles to support a cost-effective fleet replacement/maintenance program and provide reliable equipment for City maintenance programs.)**
2. Reject the award and purchase order in the amount of \$142,457 to Altec, Incorporated for the purchase of one Ford F-750 tree truck and direct staff on alternative actions. **(Staff does not recommend this action as this may result in excessive maintenance costs to maintain the existing vehicle, which has exceeded its normal life-cycle, and related potential down-time of the tree**

maintenance program supported by this vehicle.)

FISCAL IMPACT

The City Council approved an appropriation of \$2,482,909 on June 23, 2015 for fleet replacement; this appropriation included the purchase of one tree truck from General Fund. These funds are in account 1010-70-78-45370-660322. No additional appropriation is required.

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared By:
Robert Lemon
Maintenance & Operations Division Manager

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

Concurred By:
Rix Skonberg
Purchasing & Facilities Division Manager

CITY COUNCIL GOALS

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

ATTACHMENTS

1. NJPA RFP Award to Altec Industries, Incorporated
2. Proposal, Altec, Incorporated

APPROVALS

CITY COUNCIL GOALS

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

ATTACHMENTS

3. NJPA RFP Award to Altec Industries, Inc
4. Proposal, Altec, Inc

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/03/16 7:26 PM
City Attorney Approval	<u>✓ Approved</u>	2/03/16 4:54 PM
City Manager Approval	<u>✓ Approved</u>	2/04/16 9:34 AM

Contract Award
RFP #031014



FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES.

In compliance with the Request for Proposal (RFP) for "PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: ALTEC Industries, Inc. Date: 3/5/2014

Company Address: 33 Inverness Center Parkway

City: Birmingham State: AL Zip: 35242

Contact Person: Cullen Bull Title: New Equipment Sales - Strategic Accounts

Authorized Signature (ink only): Cullen Bull Cullen Bull
(Name printed or typed)

Attachment: NJPA RFP Award to Altec Industries, Inc (1887 : AWARD TO ALTEC FOR THE REPLACEMENT PURCHASE OF ONE FORD)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA Public Utilities Equipment with Related Accessories - Supplies

ALTEC Industries, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 1st, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Chad Coquette
NJPA Executive Director (Name printed or typed)

Awarded this 10 day of April, 20 14 NJPA Contract Number # 031014-ALT

NJPA Authorized signature: [Signature] Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 10 day of April, 20 14 NJPA Contract Number # 031014-ALT

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name ALTEC Industries, Inc.

Vendor Authorized signature: [Signature] Cullen Bull
Title: New Equipment Sales - Strategic Accounts (Name printed or typed)

Executed this 10th day of April, 20 14 NJPA Contract Number # 031014-ALT

Attachment: NJPA RFP Award to Altec Industries, Inc (1887 : AWARD TO ALTEC FOR THE REPLACEMENT PURCHASE OF ONE FORD)



www.njpacoop.org

Proposal Opening Witness

200 First Street NE
Staples, MN 56479

Date of opening: March 11, 2014

The witnesses signed below hereby witness they were present on the above date and in witness of the public opening of all responses received to the Request For Proposal #031014 for the procurement of PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES by NJPA and NJPA Members.

Proposals are evaluated first on responsiveness then on the other criteria included in the RFP. Responsiveness consists of the following criteria:

1. Was the response received prior to the deadline of submission?
2. Was the response properly packaged and addressed?
3. Did the response contain the proper bid bond?
4. Did the response include documents with original signatures that were required?

Responses were received from the following:

Altec Industries, Inc. – received 2/17/14 at 11:19am

Bidder deemed responsive

Aries, Industries, Inc. – received 3/7/14 at 1:44pm

Bidder deemed responsive

Bandit Industries, Inc. – received 3/7/14 at 12:05pm

Bidder deemed responsive

Ditch Witch (The Charles Machine Works Inc.) – received 3/4/14 at 1:31pm

Bidder deemed responsive

Felling Trailers, Inc. – received 3/10/14 at 12:03pm

Bidder deemed responsive

Gradall Industries, Inc. – received 3/5/14 at 11:26am

Bidder deemed responsive

Hol-Mac Corporation – received 3/7/14 at 12:06pm

Bidder deemed responsive

J & J Truck Bodies & Trailers (Somerset Welding & Steel Inc.) - received 3/10/14 at 8:38am

Bidder deemed non-responsive

Nothing on electronic copy

Ken's Truck Repair, Inc. – received 3/10/14 at 11:28am

Bidder deemed responsive

Northrup Grumman – received 3/7/14 at 1:44pm

Bidder deemed responsive

Nu-Life Environmental, Inc. – received 3/5/14 at 11:26am

Bidder deemed responsive

Progressive Innovations LLC – received 3/10/14 at 2:57pm

Bidder deemed responsive

Thompson Pump & Manufacturing Co., Inc. – received 3/5/14 at 12:34pm

Bidder deemed responsive

Venture Products, Inc. – received 3/6/14 at 1:36pm

Bidder deemed responsive

Attachment: NJPA RFP Award to Altec Industries, Inc (1887 : AWARD TO ALTEC FOR THE REPLACEMENT PURCHASE OF ONE FORD)



www.njpacoop.org

200 First Street NE
Staples, MN 56479

WITNESSES:

Maureen Knight

Maureen Knight, JD - Contracts and Compliance Manager, NJPA

3/11/14

Gregg Meierhofer

Gregg Meierhofer, CPPO, Bids and Contracts Officer, NJPA

3/11/04

Tracy Plinske

Tracy Plinske, Contracts Specialist, NJPA

3/11/14

Sheila Christoffersen

Sheila Christoffersen, Administrative Specialist, NJPA

3/11/14

Corey Jensen

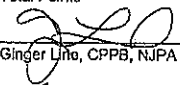
Corey, Jensen, Contract Manager, NJPA

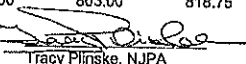
3/11/14

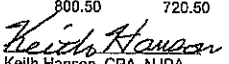
Attachment: NJPA RFP Award to Altec Industries, Inc (1887 : AWARD TO ALTEC FOR THE REPLACEMENT PURCHASE OF ONE FORD)

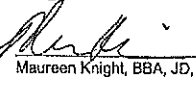
FORM G
PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

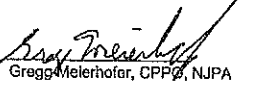
Possible Points	Altec Industries, Inc.	Bandit Industries, Inc.	Ditch Witch (The Charles Machine Works)	Felling Trailers, Inc.	Gradall Industries, Inc.	Hol-Mac Corporation	Ken's Truck Repair, Inc.	Northrup Grumman	Progressive Innovations, LLC	Thompson Pump & Manufacturing, Inc.
Conformance to terms and conditions to include documentation	50	46.25	45.00	45.25	45.25	43.00	41.25	43.00	46.25	46.00
Pricing	400	331.25	300.00	302.50	308.75	293.75	313.75	302.50	331.25	325.00
Financial, Industry and Marketplace Successes	75	65.50	61.75	61.75	64.25	64.50	60.00	52.50	63.75	55.00
Bidder's Ability to Sell and Service Contract Nationally	100	83.75	76.75	82.50	83.75	77.50	70.50	51.25	61.25	35.00
Bidder's Marketing Plan	50	43.75	42.00	38.75	43.75	40.75	43.75	40.50	42.50	30.00
Value Added Attributes	75	66.25	65.00	66.75	68.25	66.25	65.00	60.75	63.75	63.75
Warranty Coverages and Information	50	45.00	45.00	45.00	45.00	45.00	45.00	45.00	46.25	45.00
Selection and Variety of Products and Services Offered	200	171.25	167.50	178.25	173.75	167.50	161.25	125.00	153.75	127.50
Total Points	1,000	853.00	803.00	818.75	832.75	798.25	800.50	720.50	808.75	727.25


Ginger Lino, CPPB, NJPA 4/1/2014


Tracy Plinske, NJPA 4/1/2014


Keith Hanson, CPA, NJPA 4/1/2014


Maureen Knight, BBA, JD, NJPA 4/1/2014


Gregg Melerhofer, CPPB, NJPA 4/1/2014

Attachment: NJPA RFP Award to Altec Industries, Inc (1887 : AWARD TO ALTEC FOR THE REPLACEMENT PURCHASE OF ONE FORD)



Opportunity Number: 729219
 Quotation Number: 305067
 NJPA Contract #: 031014-ALT
 Date: 1/14/2016

Quoted for: City of Moreno Valley
 Customer Contact: tba
 Phone: /Fax: /Email: tba

Quoted by: Lori Woods
 Phone: /Fax: /Email: ph 919-528-8088 fax 919-764-4015 / lori.woods@altec.com
 Altec Account Manager: Albert Gutierrez

REFERENCE ALTEC MODEL

LR756	Overcenter Articulating Aerial Device (Insulated)	\$138,328
Per NJPA Specifications plus Options below		

(A.) NJPA OPTIONS ON CONTRACT (Unit)

1	LR760-US60	60' Boom Height (LR760)	\$1,632
2	LR756-EDC1	Engine Start/Stop With Secondary Stowage System	\$2,584
3			
4			

(A.1.) NJPA OPTIONS ON CONTRACT (General)

1	SPOT3	FOUR (4) POINT STROBE SYSTEM (Recessed, LED)	\$477
2			
3			
4			
5			
6			
7			
8			

NJPA OPTIONS TOTAL: \$143,021

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	2016 Ford F750 GAS Chassis ILO 2014 International 4300 on NJPA Base Quote	-16203
8	OTHER		

OPEN MARKET OPTIONS TOTAL: -\$16,203

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$126,818

Delivery to Customer: \$5,016

TOTAL FOR UNIT/BODY/CHASSIS: \$131,834

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		California Doc Fees	\$65
2		ESTIMATED California Taxes 8% (delivery not taxed)	\$10,547
3		CA Tire Recycle Fee	\$11
4		ESTIMATED Grand Total	\$142,457

****Pricing valid until Ford 2016 ModelYear Cutoff announced****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 150-180 days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: Creedmoor, NC

Attachment: Proposal, Altec, Inc (1887 : AWARD TO ALTEC FOR THE REPLACEMENT PURCHASE OF ONE FORD)



Quote Number: 305067 - 1
Altec, Inc.

January 14, 2016

Ship To:

CITY OF MORENO VALLEY
15670 PARIS BLVD
MORENO VALLEY, CA 92552
US

Attn:
Phone:
Email:

Bill To:

CITY OF MORENO VALLEY
CORPORATE YARD
PO BOX 88005
MORENO VALLEY, CA 92552-0000
United States

Altec Quotation Number: 305067 - 1
Account Manager: Albert Gutierrez
Technical Sales & Support: Lori Woods

Item	Description	Qty
	Unit	
1.	ALTEC Model LR7-60 Articulating Overcenter Aerial Device with an insulating lower boom, insulating upper boom and the Altec ISO-Grip insulating system at the boom tip installed behind the cab to include the following features:	1
	<ul style="list-style-type: none"> A. Ground to Bottom of Platform Height: 60.3 feet (18.4 meters). B. Working Height: 65.3 feet (19.9 meters). C. Maximum reach to edge of platform with Upper Boom Non- overcenter (working position): 44.8 feet (13.6 meters) at platform height of 28.6 feet (8.7 meters) D. Maximum reach to edge of platform with Upper Boom Overcenter: 48.4 feet (14.8 meters) at platform height of 9.8 feet (3.0 meters) E. Continuous rotation. F. Lower Boom Articulation: 0 to 125 degrees. G. Lower Boom Insulator provides 15 inches (38.1 centimeters) of isolation. H. Upper Boom Articulation: 0 to 270 degrees. I. Platform capacity: 400 lbs (181.44 kilograms) J. Platform leveling: achieved by a single leveling chain and 3/4" fiberglass rods in the upper and lower booms. This lifetime system is very low maintenance. K. Hydraulic system: Open center (full pressure), maximum flow of 6.0 to 6.5 gpm (22.7 to 24.6 lpm), maximum operating pressure of 3,000 psi. L. Side-by-Side Boom Stow offers low travel height and easy platform access. M. Maintenance Free Elbow: nitrided to prevent rust, increase hardness and eliminates the need for grease at the elbow. N. Small Boom Tip Profile. O. Altec Patented walking link system features uniform speed, smooth and continuous articulation and low maintenance operation. P. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection. 	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

Page 1 of 9

Packet Pg. 68

Attachment: Proposal, Altec, Inc (1887 : AWARD TO ALTEC FOR THE REPLACEMENT PURCHASE OF ONE FORD)

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	Q. Unit meets or exceeds ANSI 92.2 standards.	
2.	Manual Upper Boom Stow Securing System with support cradle and tie down strap.	1
3.	Pedestal	1
4.	Reservoir, 30 Gallon	1
5.	Single, One (1) Man, Fiberglass Platform; fixed side mounted. 24 x 24 x 39 inches. Altec Patented ISO-Grip Insulating, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Located on the side of the platform nearest the upper boom, mounted on the shaft. Forward/back operates lower boom down/up, tiller operates rotation CW/CCW, and up/down operates upper boom up/down.	1
6.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1
7.	Platform Cover - Soft vinyl 24 x 24 inch (610 x 610 mm)	1
8.	Platform Liner 50 kV - 24 x 24 x 39 inches (610 x 610 x 991 mm)	1
9.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools. Tool system relief pressure set at 2,250 psi.	1
10.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1
11.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1
12.	Primary A-Frame Outriggers with 5-degree swivel shoe. For installation on a 36 to 40 inch chassis frame height. A. Maximum Spread: 140 inches to the outer edge of shoes B. Ground Penetration: 7 to 11 inches depending on chassis frame height C. Outrigger/Unit Selector Valve D. Outrigger Control Valves: located on the outrigger legs E. Outrigger Motion Alarms F. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed	1
13.	Hydraulic Outrigger Control Valves	1
14.	Insulating Aerial Device, ANSI Category C, 46kV and Below	1
15.	Fall Protection System to include one body harness and decelerating type lanyard. Harness has adjustable slide buckle on shoulder straps, Velcro chest strap, interlocking buckles on leg straps and nylon web loop fall arrest attachment on back. Lanyard has built in shock absorber that allows 28 inches (711 mm) of automatic adjustability	1

Attachment: Proposal, Altec, Inc (1887 : AWARD TO ALTEC FOR THE REPLACEMENT PURCHASE OF ONE FORD)

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
16.	Bolt On Grab Handle for Turntable	1
17.	Altec Aerial Device Powder Painted White	1
<u>Unit & Hydraulic Acc.</u>		
18.	HVI-22 Hydraulic Oil (Standard).	35
19.	Standard Pump For PTO	1
20.	Hot shift PTO for automatic transmission	1
21.	Standard PTO/Transmission Functionality for Automatic Transmissions - If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. Once the chassis is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1
<u>Body</u>		
22.	Altec Chip Dump Body 14.5 cubic yard capacity, 96 inches wide x 60 inches high x 132 inches long (2438 x 1524 x 3353 mm) with ladder box on curb side of body, single piece tailgate, and hidden storage box located under the front of the body.	1
	<ul style="list-style-type: none"> A. Structural Channel stringers and floor channel. B. 12 gauge minimum floor plate. C. 14 gauge minimum sides and front with full length die-formed reinforcing ribs. D. 14 gauge roof. E. Rear top and sides of body reinforced for lower boom support. F. 26-1/2 inches (673 mm) high tailgate, hinged curb side with provision to hold open for dumping. G. 12 gauge minimum rear under body skirt panel. H. Class "C" Hydraulic hoist, installed, with 45 degree dump angle and body prop. I. LED lighting package, security-mounted, with wiring harness in automotive type loom. J. Two(2) LED strobes mounted in the upper rear corners of the dump body. K. Curb side built-in ladder compartment, 12 inches wide x 25 inches high (305 x 635 mm) with wear pad and internal security chain. L. Pole pruner compartment, 11 inches high (279.4 mm), above ladder compartment with dual shelves and rear locking door. Upper section of rear door opening is open M. Front notched for storage box. Side sheet metal to overlap storage box so the chip dump body must be raised to access the hidden storage box. N. Hidden storage box located under front of chip dump body. 36 inches wide x 41.5 inches high x 72 inches deep with single lockable door on each end. Includes one(1) fixed shelf with a 26.5 inch deep partition on curbside. Chainsaw holder and security chain provided in bottom portion with fuel storage holder in top portion O. Safety switch installed to prevent chip dump body from being lowered when hidden storage box doors are open. P. Interior of chip body finished with scratch and corrosion resistant liner Q. Underside of chip body undercoated. 	

Attachment: Proposal, Altec, Inc (1887 : AWARD TO ALTEC FOR THE REPLACEMENT PURCHASE OF ONE FORD)

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
	R. Painted White.	
23.	Altec T-66 Thru Box with curbside and streetside compartments containing the following:	1
	A. Streetside: Single compartment (66 inches long x 50 inches high x 26.5 inches deep) with two (2) barn-style doors and one (1) vertical door. Two (2) full width shelves fixed at 11 inches and 25 inches from top. Rubber matting (0.125 inch thick) in bottom on left side for chainsaw storage. Right side has access to horizontal thru compartment extending to curbside.	
	B. Curbside: Single compartment (41 inches long x 50 inches high x 26.5 inches deep) with two (2) barn-style doors. Left side has two (2) full width shelves fixed at 11 inches and 25 inches from top. Right side has six (6) material hooks (3-0-3). Platform mounted behind compartment 12 inches high x 25 inches wide x 26.5 inches deep. Horizontal thru compartment (6 inches high) recessed 12 inches, open to streetside with vertical partitions spaced 10 inches, 6 inches and 9 inches wide with drop-down door. Access step to T-box compartment top.	
	C. Standard features: Bolt-on rotary slam door locks. Gas shock door holders. Door locks are single point with locking cylinders. Finish paint interior compartments the same as exterior. Integrated locking system installed.	
	D. Provide flat plate across top of transverse for walking surface.	
	E. Painted White	

Body and Chassis Accessories

24.	Cab Guard, 140" L, 12 GA Sheet Metal With Non-Skid Surface And Expanded Metal Section At Front, Black Gator Hyde Coating	1
	A. Cab Guard Mounting Kit	
	B. Front Supports For Cab Guard	
25.	ICC (Underride Protection) Bumper Installed At Rear	1
26.	T-100 Style Pintle Hitch (30,000 LB)	1
27.	Set of Safety Chain Loops, Fixed Mounting (Forestry Applications)	1
28.	Rigid Access Step Under Through Box Side Access Platform	1
29.	Cab Guard Access Stirrup Step(s) With Grab Handle At Curbside Rear Of Cab Guard	1
30.	Platform Rest, Rigid with Rubber Tube	1
31.	Wood Outrigger Pad, 19.5" x 19.5" x 2.25", With Fluorescent Orange Steel Collar Around The Outer Edges And Chain Handle	2
32.	Outrigger Pad Holder, 20" L x 20" W x 3.5" H, Fits 19.5" x 19.5" x 2.25" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2
33.	Pendulum Retainers For Outrigger Pad Holders	2
34.	Mud Flaps With Altec Logo (Pair)	1
35.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H	1

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Attachment: Proposal, Altec, Inc (1887 : AWARD TO ALTEC FOR THE REPLACEMENT PURCHASE OF ONE FORD)

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	(Pair)	
36.	Wheel Chock Holders (Pair), For Installation Under Flatbed Or Dump Body	1
37.	Grab Handle Installed On Top Of Curbside Rear Through Box Compartment	1
38.	Small Grab Handle Installed On Front Of Dump Body At Through Box Side Access Platform	1
39.	Slope Indicator Assembly For Machine With Outriggers	1
40.	Cone Holder, Horizontal Style with Vertical Pivot (Un-folds Upwards), For Mounting On Front Bumper (Holds up to four 15"x15" large cones)	1
41.	Driveaway Safety Kit	1
42.	Vinyl manual pouch for storage of all operator and parts manuals	1
<u>Electrical Accessories</u>		
43.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
44.	4-Corner Strobe Lighting, Amber LED, Two (2) Round Grommet Mounted Lights in Front Corners of Cab Guard and Two (2) Round Grommet Mounted Lights at Rear	1
45.	Strobe and Indicator Lights Wired Battery Hot	1
46.	Dual Tone Back-Up With Outrigger Motion Alarm	1
47.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1
48.	Dash panel rocker switches supplied with Ford Chassis, 4 auxiliary switches supplied in up fitting package from Ford	1
49.	Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	1
50.	Install secondary stowage system.	1
51.	Install Remote Start/Stop system in Final Assembly.	1
52.	Install Outrigger Interlock System	1
<u>Finishing Details</u>		
53.	Powder Coat Unit Altec White	1
54.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps,	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
	and ladders.	
55.	Apply Non-Skid Coating to all walking surfaces	1
56.	English Safety And Instructional Decals	1
57.	Vehicle Height Placard - Installed In Cab	1
58.	Placard, HVI-22 Hydraulic Oil	1
59.	Dielectric test unit according to ANSI requirements.	1
60.	Stability test unit according to ANSI requirements.	1
61.	DOT Certification Required - 15670 Paris Blvd, Moreno Valley, CA 92552	1
62.	Focus Factory Build	1
63.	Delivery Of Completed Unit	1
64.	Inbound Freight	1
65.	Installation - LR7-60 Aerial Device	1
	<u>Chassis</u>	
66.	Chassis	1
67.	Altec Supplied Chassis	1
68.	2016 Model Year	1
69.	Ford F750	1
70.	4x2	1
71.	138 Clear CA (Round To Next Whole Number)	1
72.	Regular Cab	1
73.	Chassis Cab	1
74.	Chassis Color - White	1
75.	Other Engine Model - GAS Engine	1
76.	Other Transmission - Automatic Transmission for GAS Engine	1
77.	GVWR 33,000 LBS - * Gross Combined Weight Rating 35,000 lbs	1
78.	12,000 LBS Front GAWR	1
79.	21,000 LBS Rear GAWR	1
80.	Hydraulic Brakes	1

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UTILITY EQUIPMENT AND BODIES SINCE 1929

Attachment: Proposal, Altec, Inc (1887 : AWARD TO ALTEC FOR THE REPLACEMENT PURCHASE OF ONE FORD)

<u>Item</u>	<u>Description</u>	<u>Qty</u>
81.	Park Brake In Rear Wheels	1
82.	91A - Ford Horizontal Exhaust (Right-Horizontal-Back Of Cab-Horizontal) (Minimum 224 WB)	1
83.	No Idle Engine Shut-Down Required	1
84.	Clean Idle Certification	1
85.	65A - Ford F-650/750 50 Gallon Fuel Tank (LH, Undercab)	1
86.	Temporary Mount Batteries (Requires Relocation By Altec)	1
87.	Air Conditioning	1
88.	AM/FM Radio	1
89.	Towing Package	1
<u>Additional Pricing</u>		
90.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1
91.	Documentation Fees - CA Doc Fee \$65.00	1

Altec Industries, Inc.

BY _____

Lori Woods

Notes:

- 1 Altec Standard Warranty:
 One (1) year parts warranty.
 One (1) year labor warranty.
 Ninety (90) days warranty for travel charges.
- Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.
- Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic

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Attachment: Proposal, Altec, Inc (1887 : AWARD TO ALTEC FOR THE REPLACEMENT PURCHASE OF ONE FORD)

instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quotation developed for you. These options must be listed as individual options in the body of the quotation for them to be supplied by Altec.

3 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

4 F.O.B. - Customer Site

5 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

6 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

7 Interest charge of 1/2% per month to be added for late payment.

8 Delivery: 180-210 days after receipt of order PROVIDING:

- A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
- B. Chassis is received a minimum of sixty (60) days before scheduled delivery.
- C. Customer approval drawings are returned by requested date.
- D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
- E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

9 This quotation is valid until Feb 30, 2016. After this date, please contact Altec Industries, Inc. for a possible extension.

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- 10 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 11 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.
- 12 Please direct all questions to Albert Gutierrez at (919) 528-2535

Attachment: Proposal, Altec, Inc (1887 : AWARD TO ALTEC FOR THE REPLACEMENT PURCHASE OF ONE FORD)

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UTILITY EQUIPMENT AND BODIES SINCE 1929

Page 9 of 9



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 16, 2016

TITLE: AUTHORIZE THE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH PROACTIVE ENGINEERING CONSULTANTS FOR THE JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS – PROJECT NO. 801 0060

RECOMMENDED ACTION

Recommendations:

1. Approve the First Amendment to the Agreement for Professional Consultant Services with Proactive Engineering Consultants (Proactive), 200 South Main St., Suite 300, Corona, CA 92882 to provide additional design support services during construction of the John F. Kennedy Drive Street Improvement Project.
2. Authorize the City Manager to execute the First Amendment to Agreement for Professional Consultant Services with Proactive in the form attached hereto.
3. Authorize an increase in the Purchase Order to Proactive in the amount of \$13,500.00 once the First Amendment to Agreement has been signed by all parties.

SUMMARY

This report recommends approval of the First Amendment to Agreement for Professional Consultant Services with Proactive Engineering Consultants for additional design support services during construction for the John F. Kennedy Drive Street Improvement project. The project is funded with Community Development Block Grant (CDBG) Funds and has been approved in the 2015/2016 Capital Improvement Plan (CIP). The John F. Kennedy project provides missing sidewalks on the south side between Heacock Street and Paige Avenue.

DISCUSSION

The project provides for the construction of missing curbs, gutters and sidewalks along the south side of John F. Kennedy Drive from Heacock Street to Paige Avenue. This project provides safety enhancements for both drivers and pedestrians in this area as well as aesthetic enhancement for the neighborhoods and residents. This street segment is within the CDBG target area and is eligible to receive CDBG funds.

On September 9, 2014, the City Council awarded an Agreement for Professional Consultant Services to Proactive for the professional design services of the Elsworth Street and Sherman Avenue Sidewalks project and the John F. Kennedy Drive Street Improvement project in the amount of \$210,352.00. The original agreement included the design, bid support and construction support of the Elsworth Street and Sherman Avenue Sidewalks project (\$120,000) and design only for the John F. Kennedy Drive Street Improvement project (\$90,000), as there was no available construction phase funding in the previous fiscal year for this project. Design was completed in FY 2014/2015, and was placed on hold dependent on future available funding. Construction funds were applied for and allocated for the John F. Kennedy Drive Street Improvement project on May 12, 2015 as part of the 2015/2016 Annual Action Plan. The City and the U.S. Department of Housing and Urban Development (HUD) finalized the grant agreement in October 2015, and the project was advertised for construction bids in November 2015. The bids were received on December 22, 2015.

Proactive was requested to provide a cost estimate for construction support for the John F. Kennedy Drive Street Improvement project. Proactive's services covered by the First Amendment consist of updates to the technical specifications and final plans as needed, preparation for and attendance at the pre-construction meeting, attendance at field meetings, review of change order requests, review of submittals, preparation of the record ("As-built") plans, and other coordination activities, as needed. Because of the additional scope of work to the original contract, Proactive is requesting \$13,500.00 to perform these services, which will result in a new total "Not to Exceed" fee for this contract of \$223,852.00. Additionally, the First Amendment to the Agreement will extend the agreement expiration date to December 31, 2016 to cover the construction phase. Staff recommends approval of the First Amendment to Agreement for Professional Consultant Services with Proactive as well as authorization to increase the Purchase Order in the amount of \$13,500.00.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely completion of the construction of the John F. Kennedy Drive Street Improvement project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay construction of the John F. Kennedy Drive Street Improvement project and result in the possible loss of federal CDBG funding.*

FISCAL IMPACT

The John F. Kennedy Drive Street Improvements project is funded by CDBG funds (Fund 2512) and included in the FY 2015/2016 CIP. There is no impact to the General Fund.

AVAILABLE FUNDS FOR CONSTRUCTION:

CDBG funds (Fund 2512)	
(Account No. 2512-70-77-80001, Project No. 801 0060)	<u>\$300,000</u>
Total	\$300,000

ESTIMATED CONSTRUCTION COSTS:

Contractor Construction Costs (Includes Contingency)	\$221,500.00
Construction Surveying and Geotechnical Services	\$39,500.00
Design Support during Construction	<u>\$14,000.00</u>
Construction Management and Inspection*	<u>\$25,000.00</u>
Total	\$300,000.00

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

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared By:
Margery Lazarus
Senior Engineer

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

Concurred By:
Prem Kumar
Deputy Public Works Director/City Engineer

CITY COUNCIL GOALS

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

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

ATTACHMENTS

1. First Amendment to Agreement for Professional Consultant Services
2. Location Map

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/26/16 7:00 PM
City Attorney Approval	<u>✓ Approved</u>	2/01/16 10:11 AM
City Manager Approval	<u>✓ Approved</u>	2/03/16 10:16 AM

**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0059 & 801 0060**

This First Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and **Proactive Engineering Consultants** a California corporation, 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 "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated September 18, 2014.

Whereas, the Consultant is providing consultant services for **Elsworth Street and Sherman Avenue Sidewalks and John F. Kennedy Drive Street Improvements.**

Whereas, the Consultant has submitted a Proposal dated **November 10, 2015**, 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 is extended from June 30, 2016 to **December 31, 2016**, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A – First Amendment," entitled "Construction Support Proposal John F. Kennedy Drive Improvements Project No. 801 0060 70 77."

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0060**

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof "Exhibit A – First Amendment," entitled ""Construction Support Proposal John F. Kennedy Drive Improvements Project No. 801 0060 70 77".

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$13,500.00, as set forth in the above-referenced cost proposal, 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 is \$223,852.00 (\$210,352.00 for the original Agreement plus \$13,500.00 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

SIGNATURE PAGE TO FOLLOW:

City of Moreno Valley

Proactive Engineering Consultants

BY: _____
City Manager

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

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

BY: _____

TITLE: _____
(Corporate Secretary)

Date

Attachment: First Amendment to Agreement for Professional Consultant Services (1886 : AUTHORIZE THE FIRST AMENDMENT TO

EXHIBIT A



a different kind of company

November 10, 2015

Marge Lazarus, PE
City of Moreno Valley
Public Works Department
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552

**RE: Construction Support Proposal
John F. Kennedy Drive Improvements
Project No. 801 0060 70 77**

Dear Marge,

Here is the requested proposal to provide post design services. Anticipated support with estimates of hours is shown below:

I. Update of Specifications

Update specifications package for changes to City format, and any final plan updates

- Update specs to Planet Bids requirements (4)
- Update technical provisions as needed (6)
- Clerical (4)
- PM/QC/Coordination (2)

The value of services is \$2,000 (Assumes 16 hours of support)

II. Construction Support

1. Attend Pre Construction Meeting, including prep (4)
2. Answer questions/RFIs from contractor (20 hours)
3. Attend field meetings (10 hours)
4. Assist City with review of contractor Change Orders (6 hours)
5. Miscellaneous Client Support/PM/Coordination (16 hours)
6. Incorporate all red-line comments prepared by the Contractor and project inspector and prepare final ink on mylar Record ("As-built") plans. The record drawings shall be provided to the construction manager for final approval (24 hours)

Value of services: \$11,500 (Assumes 80 hours of support)

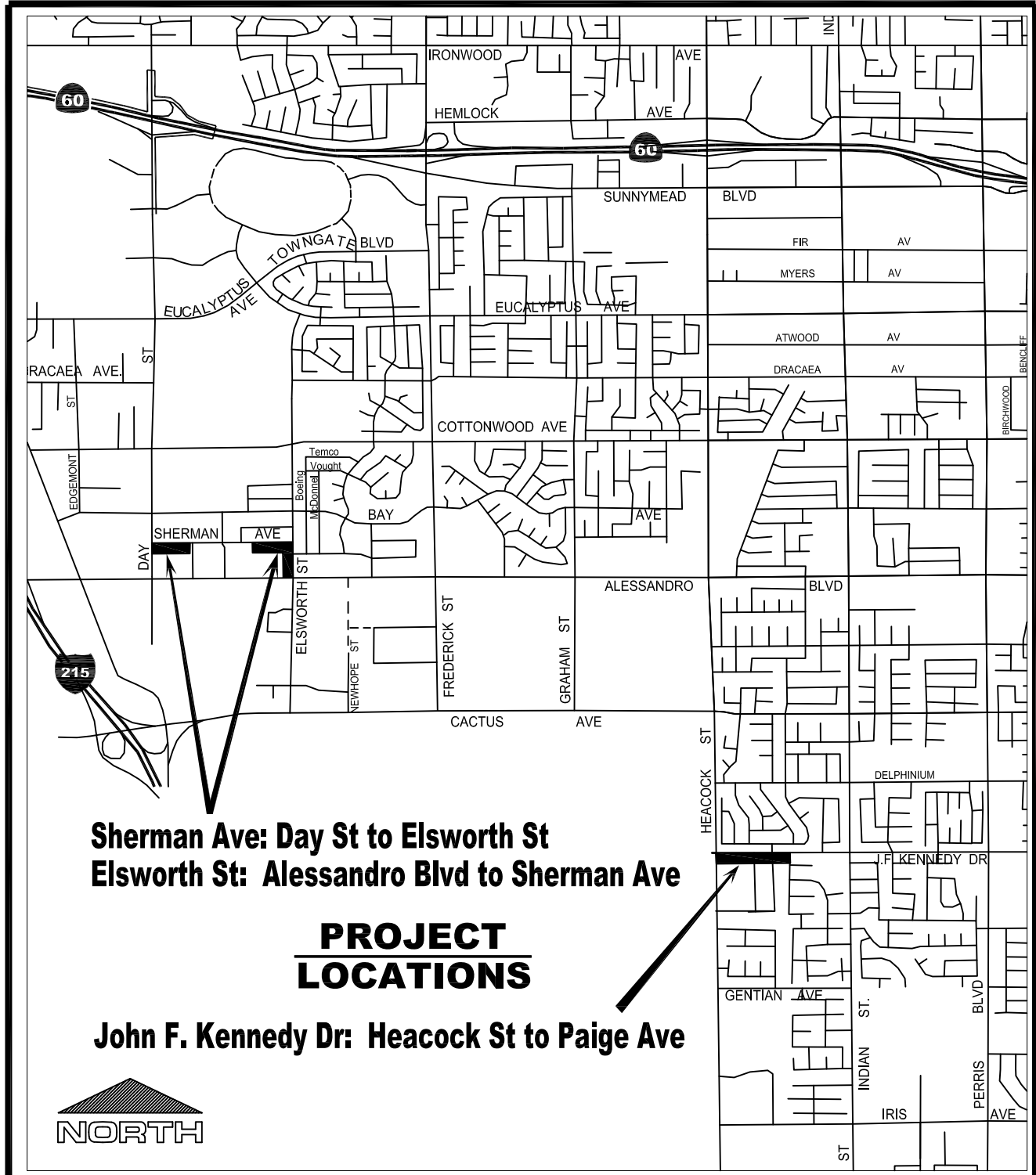
Total Value of Services: \$13,500.

Thank you for allowing us to be of service.

Sincerely,
PROACTIVE Engineering



Tom Braun, PE
Principal



Sherman Ave: Day St to Elsworth St
Elsworth St: Alessandro Blvd to Sherman Ave

**PROJECT
 LOCATIONS**

John F. Kennedy Dr: Heacock St to Paige Ave



LOCATION MAP	
Public Works Department Capital Projects Division <hr/> ATTACHMENT 1	ELSWORTH STREET AND SHERMAN AVENUE SIDEWALK IMPROVEMENTS PROJECT NO. 801 0059 JOHN F. KENNEDY DRIVE IMPROVEMENTS PROJECT NO. 801 0060

Attachment: Location Map (1886 : AUTHORIZE THE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 16, 2016

TITLE: FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR ASSESSMENT ENGINEERING SERVICES

RECOMMENDED ACTION

Recommendations:

1. Approve the Fourth Amendment to the Agreement for Professional Consultant Services Project No. Special Districts 2014-15 Levy CFD/LLD/LMD with Willdan Financial Services, 27368 Via Industria, Suite 110, Temecula, CA 92590-4856 to provide special tax and assessment engineering services.
2. Authorize the City Manager to execute the Fourth Amendment with Willdan Financial Services.
3. Authorize the issuance of a change order to the Purchase Order in the amount of \$20,000 for fiscal year 2015/16 to Willdan Financial Services and an increase to the not-to-exceed amount of the Agreement to \$131,495.
4. Authorize the City Manager to execute subsequent amendments to the Agreement, including the authority to approve purchase orders in accordance with the terms of the Agreement, provided sufficient funding appropriations have been granted by the City Council.

SUMMARY

This report recommends approving a proposed Fourth Amendment to the Agreement with Willdan Financial Services (the "Consultant") for assessment engineering services. The amendment will allow the Community Services District (CSD) to complete required reporting requirements and continue with implementation of Best Management Practices related to its special financing districts.

Proposed services include preparation of the annual Assessment Engineer's Reports (ER) for the City's Lighting and Landscape Maintenance Districts for the fiscal year (FY) 2016/17 property tax levy and preparation of an ER for Zone 04 of Landscape Maintenance District No. 2014-02 for a proposed increase in the annual assessment. Funding is included within the FY 2015/16 Adopted Budget to support the services.

DISCUSSION

In August 2013, the Council conducted a study session to discuss Best Management Practices for its special financing districts. In February 2014, the City entered into an Agreement for Professional Consultant Services (the "Agreement") with Consultant to provide special tax and assessment engineering services. The Consultant was selected after a competitive Request for Quote process in December 2012.

The Agreement provided services for the formation of CFD No. 2014-01 (Maintenance Services) for new development to use to fund ongoing costs related to street lighting and maintenance of public landscaping, and creation of Lighting Maintenance District No. 2014-01 (LMD No. 2014-01) for residential street lights (formerly Zone B) and Landscape Maintenance District No. 2014-02 (LMD No. 2014-02) for public landscape maintenance (former certain Zone Es). These services were completed in May 2014. The Agreement was subsequently amended three times to amend the Scope of Services. A summary of the Agreement and its amendments is included in the table below:

Date	Scope of Services	Cost
Agreement Feb. 10, 2014	Establish a maintenance CFD for new development	\$19,500
	Establish a CFD for channel maintenance for a specific development	\$14,500
	Convert Zone B (residential street lighting) to a Lighting Maint. District	\$15,000
	Convert certain Zone Es (landscape maint.) to a Landscape Maint. District	<u>\$24,000</u>
	Agreement Total	\$73,000
1st Amendment July 24, 2014	Delete unused channel maintenance CFD	\$(12,205)
	Amend CFD No. 2014-01 Rate and Method of Apportionment (RMA) (separate tax rate areas for public landscaping maintenance and operation of the street lighting program)	<u>\$8,000</u>
	Agreement Total with First Amendment	\$68,795
2nd Amendment Nov. 19, 2014	Amend RMA for CFD No. 2014-01 and future annexation area boundary map (add commercial, industrial and multi-family development tax rate areas for public landscape maintenance and operation of street lighting and expand residential development tax rate areas for residential development)	<u>\$8,200</u>
	Agreement Total with Second Amendment	\$76,995
3rd Amendment Mar. 26, 2015	Prepare LMD No. 2014-01 & LMD No. 2014-02 Annual Engineer's Reports for FY 2015/16 levy	\$13,000
	Prepare Engineer's Report to Annex Zone 09 (Tract 27251) into LMD No. 2014-02	\$8,500
	Professional services (consultation and map preparation)*	\$13,000
	Agreement Total with Third Amendment	<u>\$111,495</u>
*All projects have been completed. Consultation and map preparation services are ongoing expenses.		

The City wishes to further expand the Scope of Services to:

- 1) Prepare the Annual Engineer’s Reports for Lighting Maintenance District No. 2014-01 and Landscaping Maintenance District No. 2014-02 for the FY 2016/17 levy and
- 2) Prepare the Engineer's Report for Zone 04, of Landscape Maintenance District No. 2014-02 in connection with a proposed assessment increase.

The cost for the proposed Fourth Amendment is \$20,000, increasing the not-to-exceed amount of the Agreement from \$111,495 to \$131,495.

	Proposed Scope of Services	Cost
Proposed Fourth Amendment	Prepare LMD No. 2014-01 & LMD No. 2014-02 Annual Engineer’s Report for FY 2016/17 levy	\$13,000
	Prepare Engineer’s Report to Increase Assessment for Zone 04 of LMD No. 2014-02	\$7,000
Proposed Fourth Amendment Amount		\$20,000
Agreement as Amended to Date		\$111,495
Total Agreement Including Proposed Fourth Amendment		\$131,495

Staff requests the City Council authorize the City Manager to approve the Fourth Amendment and any future amendments subject to satisfactory performance by the Consultant for services performed, approval of the City Attorney, and City Council approval of funding.

The Finance Subcommittee reviewed this item during its February 10, 2016 meeting.

ALTERNATIVES

1. Approve the Fourth Amendment to the Agreement with Willdan Financial Services for assessment engineering services, authorize the issuance of a change order for the Purchase Order for \$20,000, and increase the not-to-exceed amount of the Agreement to \$131,495. *This alternative will provide for assessment engineering services, which is a specialized professional service not currently available among City staff. These services are essential to assist with the preparation of the legally required LMD Engineer’s Reports for the FY 2016/17 levy.*
2. Do not approve the Fourth Amendment to the Agreement. *This alternative will prevent the use of assessment engineering services. The levy of the assessments for LMD No. 2014-01 and LMD No. 2014-02 cannot be included on the property tax bill and a ballot for LMD No. 2014-02 Zone 04 cannot be conducted with the section of this alternative.*

FISCAL IMPACT

Administration costs for special financing districts are funded through property owner approved charges, which are levied and collected on the annual property tax bills. Funds collected for these services are restricted and can only be used to provide the support for the service it is designated to fund. The LMD Engineer’s Reports are legally required. The expense for the preparation of the reports is included in the FY 2015/16

Adopted Budget. The following table reflects the cost to each fund and the respective service being provided in the proposed Fourth Amendment.

Costs by Fund			
Description	Fund	GL Account No.	Cost
LMD No. 2014-01 Annual Engineer's Report Preparation for FY 2016/17	LMD No. 2014-01	5012-70-79-25703-620299	\$6,500
LMD No. 2014-02 Annual Engineer's Report Preparation for FY 2016/17	LMD No. 2014-02	5014-70-79-25721-620299	\$6,500
LMD No. 2014-02 Zone 04 Preparation of Engineer's Report for Proposed Increase in Annual Assessment	LMD No. 2014-02	5014-70-79-25721-620299	\$7,000

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared by:
Candace E. Cassel,
Special Districts Division Manager

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

CITY COUNCIL GOALS

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

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.

ATTACHMENTS

1. Proposed Fourth Amendment
2. Third Amendment
3. Second Amendment
4. First Amendment
5. Original Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/26/16 7:02 PM
City Attorney Approval	<u>✓ Approved</u>	1/29/16 9:37 AM
City Manager Approval	<u>✓ Approved</u>	2/03/16 10:14 AM

**FOURTH AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY
CFD/LLD/LMD FORMATIONS**

The Fourth Amendment to the Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Willdan Financial Services, (a California corporation), hereinafter referred to as "Consultant." This Fourth Amendment to the Agreement as made and entered into becomes effective upon the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS," hereinafter referred to as "Agreement," dated February 10, 2014; and,

Whereas, the Consultant is providing Assessment Engineering and Special Tax Consulting Services; and,

Whereas, the Agreement was first amended on July 24, 2014 to modify the Scope of Services to: 1) amend the Rate and Method of Apportionment (RMA) for Community Facilities District (CFD) No. 2014-01 (Maintenance Services), which separated the public landscaping maintenance and operation of the street lighting program tax rate areas and 2) removed the remainder of the services for the formation of a CFD for channel maintenance for Tract 32515; and,

Whereas the Agreement was subsequently amended on November 19, 2014 to further modify the Scope of Services to amend the RMA for CFD No. 2014-01 (Maintenance Services) to include tax rate areas for public landscape maintenance and operation of street lighting for commercial, industrial, and multi-family developments and expanded the public landscape

maintenance tax rate areas for residential developments, as well as preparation of its future annexation area boundary map; and

Whereas, the Agreement was amended a third time on March 26, 2015 to further modify the scope of services to include preparation of: 1) the Assessment Engineer's Reports for Landscape and Lighting Maintenance Districts (LMD) No. 2014-01 and No. 2014-02 for the fiscal year 2015/16 levy; 2) the Assessment Engineer's Report to annex Tract 27251 into LMD 2014-02 as Zone 09; and 3) boundary maps for special financing districts and consultation on special district engineering services; and,

Whereas, it is desirable to amend the Agreement to expand the Scope of Services to be performed by the Consultant as is more particularly described in Section 1 of this Fourth Amendment and in the Consultant's Proposals attached hereto as Exhibit A; and

Whereas, it is desirable to amend the terms of payment of the Agreement to provide compensation for the expanded Scope of Services as more described in Exhibit A.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

- 1.1 The termination date of this Agreement is not extended by this Amendment.
- 1.2 Scope of Services: Amend the Agreement to expand the Scope of Services to include preparation of: 1) the Assessment Engineer's Report for Zone 04 of LMD No. 2014-02 in connection with a mail ballot proceeding for the proposed assessment increase and 2) the Assessment Engineer's Reports for LMD No. 2014-01 and No. 2014-02 for the fiscal year 2016/17 levy.
- 1.3 The Consultant shall provide Assessment Engineering Services for each of the Districts as described in Exhibit A within the Consultant's scope of services.
- 1.4 The Agreement is hereby further amended by adding to the cost proposal section thereof described in Exhibit A

1.5 The City agrees to pay the Consultant and the Consultant agrees to receive a Not-to-Exceed fee of \$20,000 for the additional work, as set forth in Exhibit A.

1.6 Terms of Payment: Amend the terms of payment to increase the Not-to-Exceed compensation by an additional \$20,000, increasing the total Agreement amount from \$111,495 to \$131,495, as summarized below:

Exhibit	4th Amendment Scope of Services	Cost
A-1	Preparation of LMD No. 2014-02 Zone 04 Engineer's Report for a Proposed Increase in the Annual Assessment	\$7,000
A-2	LMD No. 2014-01 & 2014-02 Annual Engineer's Report Preparation for the FY 2016/17 levy	\$13,000
Proposed 4th Amendment Costs		\$20,000
Agreement as Amended to Date		\$111,495
Total Cost		\$131,495

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

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

City of Moreno Valley

Willdan Financial Services

By: _____

By: _____

City Manager

Mark J. Risco

Title: President and CEO

Date: _____

Date: _____

INTERNAL USE ONLY

APPROVED AS TO FORM:

City Attorney

Date

By: _____

Title: _____

(Corporate Secretary)

Date: _____

RECOMMENDED FOR APPROVAL:

Department Head

Date

November 4, 2015

Ms. Candace Cassel
Special Districts Division Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
Moreno Valley, California 92552

Re: *Proposal to Provide Landscaping and Lighting Act of 1972 District Engineer's Report Services to the City of Moreno Valley*

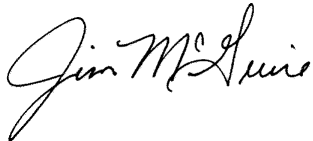
Dear Ms. Cassel:

Per our prior discussion, the following outlines Willdan Financial Services' (Willdan) scope of services and fee to prepare the Engineer's Report for Landscape Maintenance District No. 2014-2, Zone 4, in connection with the proposed assessment increase in accordance with the Landscaping and Lighting Act of 1972 and the provisions of the California Constitution Article XIII D (Proposition 218).

We appreciate this opportunity to continue to serve the City of Moreno Valley and look forward to hearing from you. Please feel free to contact me directly at (951) 587-3536 or via email at jmcquire@willdan.com if you have any questions regarding our proposal.

Sincerely,

Willdan Financial Services



Jim McGuire
Principal Consultant

Enclosure

Scope of Services

Project Overview

In May 2014, the Moreno Valley Community Services District formed Landscape Maintenance District No. 2014-02 ("District"), pursuant to the Landscaping and Lighting Act of 1972, California Streets and Highways Code Section 22500 *et seq.* (referenced as "1972 Act").

The territory within this District consists of lots and parcels of land that receive special benefits from the landscaping improvements maintained and funded by the District assessments. The boundaries of the District consist of benefit zones ("Zones"), each of which is associated with a set of landscape improvements. Each parcel within the District is assigned to a specific zone funding landscape maintenance services benefiting that parcel.

Willdan Financial Services ("Willdan") understands that the City of Moreno Valley ("City") has identified a need to increase the assessment for Zone 4.

Work Plan

Per your request, the following outlines the scope of services that Willdan would implement to assist the City with the preparation of an Engineer's Report for Zone 4 in connection with the proposed assessment increase.

We want to ensure that our scope of services is responsive to the City's needs and specific circumstances. Willdan will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the project.

Task A: Assessment Development

Task A.1: Project Initiation

To address the City's needs, we propose to initiate the project by conducting an "all hands" kick-off conference call with City staff to discuss in detail the overall approach to the project and key dates and milestones for the project, as well as budget information provided by the City. This call should include all staff that will be directly involved in the various tasks associated with this project.

Task A.2: Prepare Updated Property and Ownership Information

Using most recent electronic parcel information and assessment data provided by the City, Willdan will update the parcel database for Zone 4 with the County Assessor's Office secured roll data currently available to identify any parcel discrepancies and to incorporate updated property ownership and mailing information. As needed, this information will be enhanced through parcel research and specific information provided by the City. This data will then be incorporated into our model to update and fully develop the appropriate assessments for each parcel. When finalized, this parcel specific data will be used to generate the assessment roll for the Engineer's Report, mailing data for any public outreach efforts, and ultimately the notice and ballots for the proposed increased assessment to be mailed to each affected property owner. When finalized, Willdan will provide the City with a copy of this database.

Task A.3: Review the Improvements and Zone Boundaries

Willdan will work with the City to update and fully develop the list of facilities and services to be funded by assessments within Zone 4. We will also identify recommended future changes to the Zone, including the potential annexation of properties that may benefit from the improvements but are not assessed.

Task A.4: Develop the Zone Budget

Willdan will work with City staff to identify and incorporate an accurate full cost recovery estimate for the improvements (including energy and maintenance costs; foreseeable capital projects; and long-term replacement and rehabilitation costs). Recognizing that there is inherently some general benefit associated with landscaping, we will work with the City and legal counsel to identify and separate those improvements and/or costs that are considered general benefit that may not have previously been considered. Also recognizing that the level of property owner support for an assessment may be less than the amount identified as special benefit, we will work the City staff to identify key elements of the budget that foster the greatest support, thereby creating a more targeted assessment and ultimately the amount of revenue to be generated.

Task A.5: Developing the Assessments

Based on the findings and discussions of the previous tasks, Willdan will develop and eventually finalize the cost allocation of the budgeted improvements within the Zone, the method of apportionment to be applied based on proportional special benefits, and ultimately the proposed assessments. As part of this process, we anticipate formulating two assessment scenarios (assessment models). The initial model and estimated assessments will be based on our prior related work with the City and updated parcel data from Task A.2, which may be used to gauge property owner support at an estimated assessment amount. The alternate assessment scenario will incorporate the fully developed zone structure, budget and method of apportionment.

Task B: Assessment Documentation

Task B.1: Prepare Engineer's Report

Based on the findings and discussions with the City completed in previous tasks, Willdan will prepare the Engineer's Report, Zone 4, for the proposed assessments and modifications (if applicable) specific to Zone 4 that will be presented to City Council. In accordance with the Landscaping and Lighting Act of 1972 and the provisions of the California Constitution (Proposition 218) this report will contain the following items:

- Plans and specifications that describe the Zone and improvements.
- Method of apportionment that outlines the special benefit conferred on properties within the Zone from the maintenance and the calculations used to establish each parcel's proportional special benefit assessment, as well as a description of the assessment range formula, establishing the maximum assessment rate in subsequent fiscal years.
- The budget that outlines the costs and expenses to provide maintenance, including incidental expenses authorized by the 1972 Act and establishes the

general benefit costs and the amount to be balloted as special benefit assessment.

- Assessment diagram that identifies the boundaries of the proposed district.
- The assessment roll which contains each Assessor Parcel Number and their proportional maximum assessment.
- An affidavit stating the report has been prepared by a professional engineer.

Prior to the scheduled Intent Meeting, Willdan will provide the City with an electronic copy of the Zone 4 Engineer's Report for City staff review and comment. When finalized with City staff, a final electronic version and two hardcopies of the report will be provided to the City that the City Clerk may incorporate into the Council agenda package. The proposed assessment roll that is typically incorporated into the Engineer's Report may be provided to the City as a separate document or electronic file.

Task B.2: Meetings and Support

The following are support services Willdan will provide to the City with respect to the assessment process:

- Attend the City Council Intent Meeting and be available to answer questions regarding the Zone 4 Engineer's Report for and the balloting process.
- At the City's request, Willdan will review and comment on the resolutions and staff reports prepared by the City or the City's legal counsel in connection with the proposed increased assessment proceedings (Intent Meeting and Public Hearing).
- After the initial presentation to the City Council (Intent Meeting), if necessary, update the Zone 4 Engineer's Report to reflect changes ordered by the City Council prior to the Public Hearing.

Client Responsibilities

We will rely on being able to obtain the following information from the City of Moreno Valley:

- Provide GIS shape files identifying the location of all landscaping.
- As needed, provide pertinent documentation associated with the maintenance, improvements, and budget information including, but not limited to capital expenditures to be funded by the assessments, City overhead, available funding from other sources that may be used to offset costs, as well as any legal opinions or comments associated with this project.
- Prepare internal memorandums, staff reports and other supporting documents necessary for City Council agendas.
- Arrange for any required publications notice of Council meetings or Public Hearings in the local newspaper.
- Review the draft reports before the final documents are prepared for the Council packets. This review will most certainly include City staff but should be closely reviewed by the City's legal counsel. Requested changes shall be submitted to Willdan in writing.

The City of Moreno Valley acknowledges that Willdan shall rely upon the accuracy of the information provided by the City and the County and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Fee for Services

Willdan will perform the tasks described in Scope of Services section for the fees outlined below.

Landscape Maintenance District No. 2014-2 Zone 4 Assessment Increase City of Moreno Valley	
Task A: Assessment Development	\$ 4,500
Task B: Assessment Documentation	2,500
Total	\$ 7,000

Notes:

- Our fee will not be contingent on the outcome of the increased assessments.
- Telephone conference calls are not considered “meetings” for the purpose of our proposal and are not limited by our scope of services.
- Additional tasks or meetings outside our proposed scope of work will require an additional fee.
- We will invoice the City of Moreno Valley monthly based on percentage of project completion.

Hourly Rates

Additional services to be provided by Willdan that are authorized by the City of Moreno Valley will be billed at our current hourly billing rates.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75
Property Owner Services Representative	\$55
Support Staff	\$50



Attachment: Proposed Fourth Amendment [Revision 1] (1882 : FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL

October 27, 2014

Ms. Candace Cassel
Special Districts Division Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
Moreno Valley, California 92552

Via Email
candacec@moval.org

Re: Proposal to Provide Annual Landscaping and Lighting District Administration Services to the Moreno Valley Community Services District (City)

Dear Ms. Cassel:

Per our discussion, the following outlines Willdan Financial Services' (Willdan) scope of services and fee to provide Annual Landscaping and Lighting Maintenance Assessment District Administration Services for Lighting Maintenance District No. 2014-01 and Landscaping Maintenance District No. 2014-02.

We appreciate this opportunity to continue to serve the City of Moreno Valley, and look forward to hearing from you. Please feel free to contact me directly at (951) 587-3536, or via email at jmcquire@willdan.com if you have any questions regarding the attached information.

Very truly yours,

WILLDAN FINANCIAL SERVICES

Jim McGuire, Principal Consultant
District Administration Services

Scope of Services

Landscaping and Lighting Assessment District Administration

As a part of this proposal for the annual update of the Engineer's Reports and annual assessment process for the City of Moreno Valley's Landscaping and Lighting Assessment Districts (Lighting Maintenance District No. 2014-01 and Landscaping Maintenance District No. 2014-02), Willdan Financial Services proposes to perform the following services:

1. Schedule an annual kick-off meeting with City staff to review the existing districts. Also identify and discuss changes to the districts for the upcoming fiscal year, including budget issues, possible annexations, modifications to the district improvements or service levels, as well as any legislative changes that may impact the districts.
2. Coordinate with City staff to establish the planned annual levy timeline, identifying key dates and timeframes for pertinent tasks throughout the levy process. This timeline may be adjusted (as needed) to address the City's scheduling requirements or proposed changes.
3. Review the district budgets provided by the City, and coordinate with City staff to assist with accurate cost-recovery accounting. Willdan will assist City staff in the preparation of the annual budget, and review the district budget to ensure the appropriate incorporation of maintenance contract costs, administrative expenses, material costs, capital costs, and other incidental costs. By this means, achieving maximum cost-to-benefit equity.
4. Maintain and update a parcel levy database by using parcel information from various sources. As new data becomes available, Willdan will continue to update the database and enhance data through parcel research using updated County secured roll information, the County parcel change database, County Assessor maps, various third-party resources, and specific information provided by the City (e.g., up-to-date map approval status, building permits, or certificate of occupancy data). Updates to the database will include those necessitated by the addition and/or removal of parcels, land subdivisions and merges, ownership and mailing address changes, and adjusted benefit unit information. This database will then become the source for the calculation of the annual assessments for the districts.
5. Utilize our MuniMagicSM software to calculate annual assessments (based upon assigned benefit) for parcels within the districts. This software is capable of handling complex assessment methodologies and formulas and calculating the annual assessments. The assessment information generated in MuniMagic can be easily exported to Microsoft Excel for the City and can also produce assessment files in the required format for submittal to the County Auditor/Controller's office.
6. Upon completion of the annual parcel and budget updates and review, provide the City with an electronic copy (Excel file) of the assessment roll to be incorporated into the Engineer's Reports for the City's review.
7. Prepare the Annual Engineer's Reports in accordance with the Landscaping and Lighting Act of 1972 and the provisions of California Constitution Article XIID (Proposition 218). These reports will include the following required items:
 - A general description of the district that may include key historical facts, zone designations, and discussion of district benefits.
 - A description of the plans and specification for the improvements (this may include a reference to documents on file at the City).
 - An estimate of the costs of the improvements (budget).
 - A description of the Method of Apportionment (assessment calculation).
 - A diagram of the district.

- An assessment of the estimated cost to each parcel.
 - An affidavit stating that a professional engineer has prepared the reports.
8. Upon completion of the draft Engineer's Reports provide to the City an electronic copy of the preliminary reports for review and comments on or before the date agreed upon in Task 2.
 9. After finalization of the reports with City staff, provide the City with an electronic copy of the Annual Engineer's Reports to be presented to the CSD Board of Directors at the scheduled meeting for adoption of the Resolution of Intention.
 10. At the City's request, prepare or review the resolutions to be adopted as part of the annual levy process, including but not limited to the Resolution Initiating Proceedings, the Resolution of Intention and the Resolution Confirming the Assessment Diagram and Ordering the Levy and Collection of Assessments for the fiscal year.
 11. Attend up to two (2) City staff meetings and two (2) City Council meetings (the meeting for adoption of the *Resolution of Intention* and public hearing).
 12. Prior to the scheduled public hearing, provide the City with two bound copies of each fully executed Engineer's Reports.
 13. Upon CSD Board of Director's adoption of the Annual Assessments, provide the City with an electronic copy (Excel file) of the assessment roll to be submitted to the County for placement on the annual property tax roll.
 14. Assist City staff with researching any assessment exceptions after receiving the County's parcel exceptions list. Update parcel number changes, then report the revised parcels and updated levy amounts to the City to be forwarded to the County. As necessary, Willdan will assist City staff with the preparation of additional County-required correspondences relating to the submittal, correction, or removal of assessments to the County tax roll.

Client Responsibilities

Willdan will rely on obtaining the following information from the City of Moreno Valley:

- Annual budget information, as well as estimated fund balances for landscaping and lighting operation, maintenance, and administration.
- Changes, modifications, or updates to the improvements described in the previous year's Engineer's Report.
- Reports, updated boundary/assessment diagrams and maps, data, or other information pertinent to this project (as needed).
- Publishing the public hearing notices in the local newspaper (as required by law), as well as the posting of these public hearing notices.
- Assist Willdan in obtaining pertinent development information (if needed).

The City of Moreno Valley acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City or their designees and that Willdan shall not be liable for any inaccuracies contained therein.

Cost Proposal

The not-to-exceed fees below reflect application of the scope of services. They are based on the effort that will be spent on average each year; and assume two (2) districts. As the work progresses, fees are payable on a **monthly** percentage-completion basis. The scope of service previously outlined and the corresponding fees below do not include services or fees related to the annexation of additional parcels or territories to the districts. Such services and fees will be addressed in a separate scope and fee proposal on a case by case basis. Additionally, costs associated with the purchase of data and maps from the Riverside County Assessor's Office are included in the fees listed below and will **not** be charged to the City. The annual administration fee for each succeeding year will be subject to an increase, which will not exceed the change in the annual Consumer Price Index (CPI) for the Los Angeles, Anaheim, Riverside, and San Bernardino areas, as calculated by the United States Department of Labor.

Services	No. of Parcels	Annual Fee
Lighting Maintenance District No. 2014-01	40,182	\$ 6,500
Landscape Maintenance District No. 2014-01	11,297	\$ 6,500

Reimbursable Expenses

Charges for meeting and consulting with the counsel, the City, or other parties regarding services not listed in the scope of work will be at our then-current hourly rates (see "Hourly Rates" section). In the event that a third party requests any documents, Willdan may charge such third party for providing said documents, in accordance with Willdan's applicable rate schedule.

Hourly Rates

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Title	Hourly Fee
Group Manager	\$ 210
Principal Consultant / Principal Engineer	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Assistant Analyst	75
Property Owner Service Representatives	55
Support Staff	50

**THIRD AMENDMENT TO AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY
CFD/LLD/LMD FORMATIONS**

The Third Amendment to the Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Willdan Financial Services, (a California corporation), hereinafter referred to as "Consultant." This Third Amendment to the Agreement as made and entered into becomes effective upon the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS," hereinafter referred to as "Agreement," dated February 10, 2014; and,

Whereas, the Consultant is providing Assessment Engineering and Special Tax Consulting Services; and,

Whereas, the Agreement was first amended on July 24, 2014 to modify the Scope of Services to: 1) amend the Rate and Method of Apportionment (RMA) for the Community Facilities District (CFD) 2014-01 (Maintenance Services) which separated the public landscaping maintenance and operation of the street lighting program tax rate areas and 2) removed services for the formation of channel maintenance CFD for Tract 32515; and,

Whereas the Agreement was subsequently amended on November 19, 2014 to further modify the Scope of Services to amend the RMA for CFD 2014-01 (Maintenance Services) to include tax rate areas for public landscape maintenance and operation of street lighting for commercial, industrial and multi-family developments and expanded the public landscape

maintenance tax rate areas for residential developments, as well as preparation of its future annexation area boundary map; and,

Whereas, it is desirable to amend the Agreement to expand the Scope of Services to be performed by the Consultant as is more particularly described in Section 1 of this Third Amendment and in the Consultant's Proposals attached hereto as "Exhibit A" and incorporated herein by this reference.

Whereas, it is desirable to amend the terms of payment of the Agreement to provide additional compensation for the expanded Scope of Services as more described in Exhibit A.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Scope of Services: Amend the Agreement to expand the Scope of Services to include preparation of the: Assessment Engineer's Report for LMD 2014-01 and 2014-02 for the fiscal year 2015/16 property tax levy; Assessment Engineer's Report to annex Tract 27251 into LMD 2014-02 as Zone 09; and boundary maps for special financing districts and for consultation on special district engineering services.

1.2 Terms of Payment: Amend the terms of payment to increase the not exceed compensation by an additional \$34,500, increasing the total Agreement amount from \$76,995 to \$111,495, as summarized below:

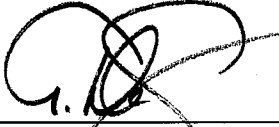
3rd Amendment Scope of Services	Cost
LMD 2014-01 & 02 Annual Report Preparation for FY 2015/16	\$13,000
LMD 2014-02, Zone 09 Annexation for Tract 27251	\$8,500
Professional services (consultation and map preparation)	\$13,000
Proposed 3rd Amendment Costs	\$34,500
Agreement as Amended	\$76,995
Total Cost	\$111,495


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


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


City of Moreno Valley
By: 
City Manager
Date: 3.26.15

Willdan Financial Services
By: 
Mark J. Risco
Title: President and CEO
Date: February 27, 2015

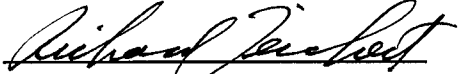
INTERNAL USE ONLY

APPROVED AS TO FORM:


City Attorney
3.23.15
Date

By: 
Title: SECRETARY
(Corporate Secretary)
Date: 3/3/15

RECOMMENDED FOR APPROVAL:


Department Head
3/25/15
Date

Attachment: Third Amendment (1882 : FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR ASSESSMENT



February 17, 2015

Ms. Candace Cassel
Special Districts Division Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
Moreno Valley, California 92552

Via Email:
candacec@moval.org

RE: Letter Proposal to the City of Moreno Valley to Provide On-Call Services

Dear Ms. Cassel:

Willdan Financial Services ("Willdan") is pleased to present this letter proposal in regard to on-call services related to special district engineering services, including boundary map preparation. It is anticipated that on-call services will include Willdan's assistance with services falling outside of, or in addition to, the preparation of the annual report for FY 2015/16, conversion of specific CSD zones, and the formation of 1972 Act district zones and Community Facilities Districts (CFD).

As part of these services, Willdan proposes to prepare, as needed, the required boundary maps for the City's CFDs and/or formation/annexation proceedings for the 1972 Act districts, which meet the requirements of the applicable legislative statute. An electronic copy of the boundary map will be provided in PDF format for the City's review. Upon City's approval, Willdan will prepare and provide the final boundary map(s) for recordation at the County (as applicable).

We propose to provide on-call services, as are authorized by the City, for the not-to-exceed amount of \$13,000. These services will be billed at our then current hourly consulting rates, which are outlined below.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75

The fee associated with the preparation of a boundary map is \$450 for the first page and \$250 per additional page.

We appreciate this opportunity to continue to assist the City of Moreno Valley, and look forward to hearing from you. If you have any questions regarding our proposal, please contact me at (951) 587-3536 or via email at jmcguire@willdan.com.

Very truly yours,

WILLDAN FINANCIAL SERVICES

Jim McGuire, Principal Consultant
District Administration Services

Attachment: Third Amendment (1882 : FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR ASSESSMENT



February 12, 2015

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Re: Proposal to Provide Assessment Engineering Services to the City of Moreno Valley for the Conversion of Tract # 27251 to LMD 2014-02, Zone 9

Dear Ms. Cassel:

Per our prior discussion, the following outlines Willdan Financial Services' (Willdan) proposal to provide Assessment Engineering Services to the City of Moreno Valley for the annexation of Tract #27251, currently part of the Community Services District Zone D, to Landscape Maintenance District 2014-02, Zone 9.

We appreciate this opportunity to continue to serve the City and look forward to hearing from you. Please feel free to contact me directly at (951) 587-3536 or via email at jmcguire@willdan.com if you have any questions regarding the attached.

Sincerely,

Willdan Financial Services

A handwritten signature in black ink that reads 'Jim McGuire'. The signature is written in a cursive style.

Jim McGuire, Principal Consultant
 District Administration Services

Enclosure



Scope of Services

The following is Willdan Financial Services ("Willdan") scope of services to provide Assessment Engineering Services to the City of Moreno Valley ("City"). Willdan understands that the City wishes to convert Tract # 27251 from Community Services District (CSD) Zone D and annex this particular area to Landscape Maintenance District (LMD) 2014-02, which will establish Zone 9 within the LMD. We anticipate that the proposed assessments will result in an increase to the existing CSD Zone D assessments.

We want to ensure that our scope is responsive to the City's needs and specific circumstances. Willdan will work with the City to revise the tasks based on input prior to receipt of a notice to proceed, and as needed during the course of the project.

Work Plan

Task 1: Prepare Updated Property and Ownership Information

Using base electronic parcel information, for parcels in Tract # 27251, Willdan will update the parcel database with the County Assessor's Office secured roll data currently available to identify any parcel discrepancies and to incorporate updated property changes, proposed property development, and ownership and mailing information. This information will be enhanced through parcel research and specific information provided by the City. This data will then be incorporated into our model to update and fully develop the appropriate method of apportionment and assessments for each parcel. When finalized, this parcel specific data will be used to generate the assessment roll for the Engineer's Report. We will provide the City with a copy of this database.

Task 2: Develop the Improvement Budget

Willdan will work with City staff to identify and incorporate an accurate full cost recovery estimate for the improvements (including annual maintenance costs and utilities; foreseeable capital projects; and long-term replacement and rehabilitation costs). Recognizing that there is inherently some general benefit associated with landscaping and lighting, we will work with the City to clearly identify and separate those improvements and/or costs that are considered general benefit and those costs that may be assessed as special benefit.

Task 3: Developing the Assessments

Based on the findings and discussions of the previous tasks, Willdan will review the assessment amounts currently levied within Zone D to be converted, the cost allocation of the budgeted improvements, and the method of apportionment to be applied for the development of Zone 9 within LMD 2014-02 based on proportional special benefits.

Ultimately, the district structure, the budget, the method of apportionment, and assessments that are finalized with City staff will be incorporated into the Engineer's Report.



Task 4: Prepare Engineer's Report

In accordance with the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution (Proposition 218), Willdan will prepare a separate Engineer's Report for the assessments and modifications that will be presented to City Council, including the following items:

- Plans and specifications that describe the ongoing maintenance and operation of the landscaping/lighting to be maintained.
- Method of apportionment that outlines the special benefit conferred on properties within the proposed area to be annexed from the maintenance and the calculations used to establish each parcel's proportional special benefit assessment. As well as a description of the assessment range formula, if applicable, establishing the maximum assessment rate in subsequent fiscal years.
- The budget that outlines the costs and expenses to provide maintenance, including incidental expenses authorized by the 1972 Act.
- Assessment diagram that identifies the boundaries of the area to be annexed to LMD 2014-02.
- The assessment roll which contains each Assessor Parcel Number and their proportional maximum assessment.
- An affidavit stating the report has been prepared by a professional engineer.

Prior to the scheduled Intent Meeting, Willdan will provide the City with an electronic copy of the Engineer's Report for City staff review and comment. When finalized with City staff, a final electronic version and two hardcopies of the report will be provided to the City that the City Clerk may incorporate into the Council agenda package. The proposed assessment roll that is typically incorporated into the Engineer's Report may be provided to the City as a separate document or electronic file.

Task 5: Prepare Resolutions

Willdan anticipates that the following resolutions for this project will be drafted by the City's legal advisor.

- **Intent Meeting Resolutions:**
 - Resolution Initiating Proceedings, which calls for the preparation of the Engineer's Report; and
 - Resolution of Intention, which preliminarily approves the Engineer's Report; confirms the Board's intent to annex the territory to LMD 2014-02 and to levy assessments; sets the Public Hearing date; and calls for a property owner protest ballot for the proposed assessments.
- **Public Hearing Resolutions:**
 - Resolution declaring the results of the property owner balloting; and
 - Resolution approving the Engineer's Report, confirming the assessment diagram and assessments as approved, and ordering the levy and collection of assessments for the upcoming fiscal year.



Willdan will provide the City and/or legal counsel with data and information regarding the improvements and assessments that may be needed for preparation of the resolutions and staff reports. We will also be available to review and provide comments on the resolutions and staff reports as needed, prior to these documents being finalized for City Council action.

Task 6: Meetings and Support

The following are support services Willdan will provide to the City with respect to the assessment process.

- Attend the Intent Meeting and be available to answer questions regarding the Engineer's Report and Proposition 218.
- After the initial presentation to the City Council (Intent Meeting), if necessary, update the Engineer's Report to reflect changes ordered by the City Council prior to the Public Hearing.
- Attend the Public Hearing and as needed assist the City Clerk or their designee with the tabulation of the protest ballots.

In total, Willdan will attend up to two meetings for this engagement in performance of the outlined scope of work. It is anticipated that meeting attendance will include attendance at the Intent Meeting and Public Hearing.

Task 7: Mailing of Notices and Ballots

Utilizing sample notices and ballots previously used by the City for new or increased CSD charges (template to be provided by the City) and documentation Willdan has utilized previously for similar projects, we will prepare a draft of the notice and ballot to be mailed to each property owner. A draft copy will be sent to the City for review and comment by City staff and the City's legal counsel. Based on written comments and edits received, a final sample of the documents will be prepared and provided to the City, prior to the actual printing of the documents. At the City's request, Willdan will print and mail the approved notices and ballots.

It is anticipated that the text of the notice will be the same for each affected parcel and will not contain parcel specific information. The ballots however will be mail merged to reflect the specific assessment and ownership information for each affected property.

City Responsibilities

We will rely on being able to obtain the following information from the City of Moreno Valley, in order to perform the previously identified tasks.

- As needed, provide pertinent documentation and/or electronic files (including GIS shape files) associated with the maintenance, improvements, and budget information; as well as property development plans and tract information.
- Prepare internal memorandums, staff reports and other supporting documents necessary for City Council agendas.
- Arrange for any required publications notice of Council meetings or Public Hearings in the local newspaper.
- Review the draft Engineer's Report, resolutions, notice and ballot before the final documents are prepared for the Council packets and/or mailing. This review will most certainly include City staff but should be closely reviewed by the City's legal counsel. Requested changes shall be submitted to Willdan in writing.



The City of Moreno Valley acknowledges that Willdan shall rely upon the accuracy of the information provided by the City and the County and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Legal Opinions. In preparing the Engineer's Report and notice and ballot, Willdan will provide our professional expertise. Since we do not practice law, we ask that the City's legal counsel review the documents.



Fee for Services

Willdan will perform the tasks outlined within the Scope of Services section for the **not-to-exceed fee of \$8,500.**

Please note the following:

- Our fee will not be contingent on the outcome of the annexation proceedings.
- It is anticipated that since the number of notices and ballots to be mailed will be less than 200, our quoted fee includes mailing costs (printing, processing and postage).
- We will invoice the City monthly based on percentage of the project completion.

Willdan Hourly Rates

Fees quoted by Willdan will be based upon our hourly rates, which are identified below.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75
Property Owner Services Representative	\$55
Support Staff	\$50

Agreement for Professional Consultant Services
Annual Landscaping and Lighting District Administration Services
Engineer's Report



October 27, 2014

Ms. Candace Cassel
Special Districts Division Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
Moreno Valley, California 92552

Via Email
candacec@moval.org

Re: Proposal to Provide Annual Landscaping and Lighting District Administration Services to the Moreno Valley Community Services District (City)

Dear Ms. Cassel:

Per our discussion, the following outlines Willdan Financial Services' (Willdan) scope of services and fee to provide Annual Landscaping and Lighting Maintenance Assessment District Administration Services for Lighting Maintenance District No. 2014-01 and Landscaping Maintenance District No. 2014-02.

We appreciate this opportunity to continue to serve the City of Moreno Valley, and look forward to hearing from you. Please feel free to contact me directly at (951) 587-3536, or via email at jmcguire@willdan.com if you have any questions regarding the attached information.

Very truly yours,

WILLDAN FINANCIAL SERVICES

Jim McGuire, Principal Consultant
District Administration Services

Engineering and Planning | Energy Efficiency and Sustainability | Financial and Economic Consulting | National Preparedness and Interoperability
951.587.3500 | 800.755.6884 | fax: 951.587.3510 | 27368 Via Industria, Suite 110, Temecula, California 92590-4856 | www.willdan.com

Attachment: Third Amendment (1882 : FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR ASSESSMENT



Scope of Services

Landscaping and Lighting Assessment District Administration

As a part of this proposal for the annual update of the Engineer's Reports and annual assessment process for the City of Moreno Valley's Landscaping and Lighting Assessment Districts (Lighting Maintenance District No. 2014-01 and Landscaping Maintenance District No. 2014-02), Willdan Financial Services proposes to perform the following services:

1. Schedule an annual kick-off meeting with City staff to review the existing districts. Also identify and discuss changes to the districts for the upcoming fiscal year, including budget issues, possible annexations, modifications to the district improvements or service levels, as well as any legislative changes that may impact the districts.
2. Coordinate with City staff to establish the planned annual levy timeline, identifying key dates and timeframes for pertinent tasks throughout the levy process. This timeline may be adjusted (as needed) to address the City's scheduling requirements or proposed changes.
3. Review the district budgets provided by the City, and coordinate with City staff to assist with accurate cost-recovery accounting. Willdan will assist City staff in the preparation of the annual budget, and review the district budget to ensure the appropriate incorporation of maintenance contract costs, administrative expenses, material costs, capital costs, and other incidental costs. By this means, achieving maximum cost-to-benefit equity.
4. Maintain and update a parcel levy database by using parcel information from various sources. As new data becomes available, Willdan will continue to update the database and enhance data through parcel research using updated County secured roll information, the County parcel change database, County Assessor maps, various third-party resources, and specific information provided by the City (e.g., up-to-date map approval status, building permits, or certificate of occupancy data). Updates to the database will include those necessitated by the addition and/or removal of parcels, land subdivisions and merges, ownership and mailing address changes, and adjusted benefit unit information. This database will then become the source for the calculation of the annual assessments for the districts.
5. Utilize our MuniMagicSM software to calculate annual assessments (based upon assigned benefit) for parcels within the districts. This software is capable of handling complex assessment methodologies and formulas and calculating the annual assessments. The assessment information generated in MuniMagic can be easily exported to Microsoft Excel for the City and can also produce assessment files in the required format for submittal to the County Auditor/Controller's office.
6. Upon completion of the annual parcel and budget updates and review, provide the City with an electronic copy (Excel file) of the assessment roll to be incorporated into the Engineer's Reports for the City's review.
7. Prepare the Annual Engineer's Reports in accordance with the Landscaping and Lighting Act of 1972 and the provisions of California Constitution Article XIID (Proposition 218). These reports will include the following required items:
 - A general description of the district that may include key historical facts, zone designations, and discussion of district benefits.
 - A description of the plans and specification for the improvements (this may include a reference to documents on file at the City).
 - An estimate of the costs of the improvements (budget).
 - A description of the Method of Apportionment (assessment calculation).
 - A diagram of the district.

*Agreement for Professional Consultant Services
Annual Landscaping and Lighting District Administration Services
Engineer's Report*



- An assessment of the estimated cost to each parcel.
 - An affidavit stating that a professional engineer has prepared the reports.
8. Upon completion of the draft Engineer's Reports provide to the City an electronic copy of the preliminary reports for review and comments on or before the date agreed upon in Task 2.
 9. After finalization of the reports with City staff, provide the City with an electronic copy of the Annual Engineer's Reports to be presented to the CSD Board of Directors at the scheduled meeting for adoption of the Resolution of Intention.
 10. At the City's request, prepare or review the resolutions to be adopted as part of the annual levy process, including but not limited to the Resolution Initiating Proceedings, the Resolution of Intention and the Resolution Confirming the Assessment Diagram and Ordering the Levy and Collection of Assessments for the fiscal year.
 11. Attend up to two (2) City staff meetings and two (2) City Council meetings (the meeting for adoption of the *Resolution of Intention* and public hearing).
 12. Prior to the scheduled public hearing, provide the City with two bound copies of each fully executed Engineer's Reports.
 13. Upon CSD Board of Director's adoption of the Annual Assessments, provide the City with an electronic copy (Excel file) of the assessment roll to be submitted to the County for placement on the annual property tax roll.
 14. Assist City staff with researching any assessment exceptions after receiving the County's parcel exceptions list. Update parcel number changes, then report the revised parcels and updated levy amounts to the City to be forwarded to the County. As necessary, Willdan will assist City staff with the preparation of additional County-required correspondences relating to the submittal, correction, or removal of assessments to the County tax roll.

Client Responsibilities

Willdan will rely on obtaining the following information from the City of Moreno Valley:

- Annual budget information, as well as estimated fund balances for landscaping and lighting operation, maintenance, and administration.
- Changes, modifications, or updates to the improvements described in the previous year's Engineer's Report.
- Reports, updated boundary/assessment diagrams and maps, data, or other information pertinent to this project (as needed).
- Publishing the public hearing notices in the local newspaper (as required by law), as well as the posting of these public hearing notices.
- Assist Willdan in obtaining pertinent development information (if needed).

The City of Moreno Valley acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City or their designees and that Willdan shall not be liable for any inaccuracies contained therein.



Cost Proposal

The not-to-exceed fees below reflect application of the scope of services. They are based on the effort that will be spent on average each year, and assume two (2) districts. As the work progresses, fees are payable on a *monthly* percentage-completion basis. The scope of service previously outlined and the corresponding fees below do not include services or fees related to the annexation of additional parcels or territories to the districts. Such services and fees will be addressed in a separate scope and fee proposal on a case by case basis. Additionally, costs associated with the purchase of data and maps from the Riverside County Assessor's Office are included in the fees listed below and will **not** be charged to the City. The annual administration fee for each succeeding year will be subject to an increase, which will not exceed the change in the annual Consumer Price Index (CPI) for the Los Angeles, Anaheim, Riverside, and San Bernardino areas, as calculated by the United States Department of Labor.

Services	No. of Parcels	Annual Fee
Lighting Maintenance District No. 2014-01	40,182	\$ 6,500
Landscape Maintenance District No. 2014-01	11,297	\$ 6,500

Reimbursable Expenses

Charges for meeting and consulting with the counsel, the City, or other parties regarding services not listed in the scope of work will be at our then-current hourly rates (see "Hourly Rates" section). In the event that a third party requests any documents, Willdan may charge such third party for providing said documents, in accordance with Willdan's applicable rate schedule.

Hourly Rates

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Title	Hourly Fee
Group Manager	\$ 210
Principal Consultant / Principal Engineer	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Assistant Analyst	75
Property Owner Service Representatives	55
Support Staff	50

**SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES
CFD/LLD/LMD FORMATIONS
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY**

This Second Amendment to the Agreement by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City," and Willdan Financial Services, Inc., a California corporation, hereinafter referred to as "Consultant" is made and entered into effective on the date signed by the City.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR CFD/LLD/LMD FORMATIONS," hereinafter referred to as "Agreement," dated February 10, 2014 for the purposes of providing Assessment Engineering and Special Tax Consulting Services.

Whereas, a First Amendment to the Agreement was executed on July 24, 2014, to establish future annexation boundaries and amend the Rate and Method of Apportionment for Community Facilities District No. 2014-01 (Maintenance Services).

Whereas, it is desirable to amend the Agreement to expand the Scope of the Work to amend the RMA to include adding additional tax rate areas (for arterial street lights and extensive landscape maintenance), and as an option if directed by the City, preparation of the annexation map, and update to the boundary map, as more fully described in Consultant's Proposal, attached hereto as Exhibit "A".

Whereas, it is desirable to increase the not to exceed compensation amount by \$8,200, which includes \$5,500 to amend the RMA to add a tax rate area, \$2,000 for an additional tax rate area, and at the option and direction of the City, \$450 for preparation of the first page of the annexation map and \$250 for the boundary map.

SECOND AMENDMENT TO THE AGREEMENT
ASSESSMENT ENGINEERING AND SPECIAL TAX CONSULTING
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY

SECTION 1

1.1 Scope of Work. Amend the Scope of Work to include an amendment to the Rate and Method of Apportionment for CFD No. 2014-01 (Maintenance Services) as more fully described in Exhibit "A".

1.2 Terms of Payment. Amend the Terms of Payment to increase the not to exceed compensation from \$68,795 to \$76,995, an increase of \$8,200.

SECTION 2

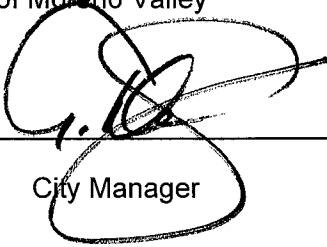
2.1 Except as otherwise specifically provided in this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

SECOND AMENDMENT TO THE AGREEMENT
ASSESSMENT ENGINEERING AND SPECIAL TAX CONSULTING
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY


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

City of Moreno Valley

By: 
City Manager

Date: 11.19.14

Willdan Financial Services

By: 
Mark J. Risco

Title: President and CEO

Date: November 5, 2014

INTERNAL USE ONLY

APPROVED AS TO FORM:


City Attorney

11-18-14
Date

By: 

Kate Nguyen

Title: Secretary

(Corporate Secretary)

Date: November 5, 2014

RECOMMENDED FOR APPROVAL:


Department Head

11/18/14
Date

Attachment: Second Amendment (1882 : FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR

EXHIBIT "A"

Willdan's Proposal, dated October 27, 2014

October 27, 2014

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Via Email:
candacec@moval.org

RE: Letter Proposal to the City of Moreno Valley to Perform RMA Amendment and CFD Annexation Services for CFD 2014-01

Dear Ms. Cassel:

Willdan Financial Services ("Willdan") is pleased to present this letter proposal to amend the Rate and Method of Apportionment (RMA) and provide Community Facilities District (CFD) annexation services for CFD 2014-01. The following contains Willdan's proposed scope of services and budget.

Scope of Services

Outlined below are the steps necessary to amend the RMA for the CFD and to annex property into the CFD. Willdan understands that the City's legal counsel will create the applicable legal documents associated with this amendment. We further understand that the City will request the RMA to be amended from time to time, as needed. These documents include resolutions, public hearing notice and election materials.

Scope of Work for Developing an Amended RMA for Existing Services

From time to time, the proposed annexation of new territory and developments to the CFD may warrant an amendment to the RMA to properly address the Special Tax Rate and/or method of apportionment for existing services that will be provided for new developments. As necessary, based on the existing improvement areas, funded services and maintenance, and proposed development(s), Willdan will perform the following tasks related to amending the RMA for existing services within CFD 2014-01 resulting from new or anticipated development and annexations.

a. Research

- 1) Gather and research development specific information that may facilitate an amended RMA for the existing CFD services and improvements being funded (including the type of developed property, its proposed uses, services and improvement to be provided, and the boundaries of the affected parcels).
- 2) Work with City staff to develop and identify the anticipated full cost recovery budget and revenues that will be needed to fund the improvement and services being addressed by the amended RMA.
- 3) Create a database of parcels within the boundaries of the affected parcels, with appropriate land use and property ownership fields.

- 4) Develop a modified CFD special tax methodology and rate (RMA model) that addresses the specific improvements, property types and revenue needs associated with the proposed developments (annexation territory) that is not covered or adequately addressed in the current CFD structure and RMA.

b. Prepare an Amended Rate and Method of Apportionment of Special Tax

Willdan will prepare an amended RMA of Special Tax for the Resolution of Consideration.

Based on the preceding research, the affected parcel(s), improvement areas and services to be funded, and funding needs (revenues to be generated), Willdan will prepare the amended RMA of Special Tax for the Resolution of Consideration. To ensure that all considerations have been addressed, the proposed amended RMA will be discussed with the City.

c. Intent Meeting/Public Hearing/Meeting Attendance

Willdan will attend the Intent Meeting and Public Hearing, in order to be available to answer questions associated with the annexation process. We will also attend up to one additional meeting.

Scope of Work for Developing an Amended RMA for New Services

If the proposed annexation of new territory and developments to the CFD warrant an amendment to the RMA to address new improvement types and/or services, or the City desires to expand the type of improvements and services currently addressed by the CFD Special Tax and method of apportionment, Willdan will perform the following tasks related to amending the RMA to incorporate those new improvements and/or services into CFD 2014-01.

a. Research

- 1) Gather and research development and improvement specific information that will be needed to prepare and facilitate an amended RMA for the new CFD services and improvements to be funded (including the type of developed property, its proposed uses, services and improvement to be provided, and the boundaries of the affected parcels).
- 2) Work with City staff to develop and identify the anticipated full cost recovery budget and revenues that will be needed to fund the improvement and services being addressed by the amended RMA.
- 3) Create a database of parcels within the boundaries of the affected parcels, with appropriate land use and property ownership fields.
- 4) Develop a modified CFD special tax methodology and rate (RMA model) that addresses the specific improvements, property types and revenue needs associated with the proposed developments (annexation territory) that will trigger the CFD structure and RMA modification.

b. Prepare an Amended Rate and Method of Apportionment of Special Tax

Willdan will prepare an amended RMA of Special Tax for the Resolution of Consideration.

Based on the preceding research, the affected parcel(s), the proposed improvements and services to be funded, and the anticipated funding needs (revenues to be generated), Willdan will prepare the amended



Ms. Candace Cassel, City of Moreno Valley

Letter Proposal to Perform RMA Amendment and CFD Annexation Services for CFD 2014-01

October 27, 2014

Page 3

RMA of Special Tax for the Resolution of Consideration. To ensure that all considerations have been addressed, the proposed amended RMA will be discussed with the City.

c. Intent Meeting/Public Hearing/Meeting Attendance

Willdan will attend the Intent Meeting and Public Hearing, in order to be available to answer questions associated with the annexation process. We will also attend up to one additional meeting.

Scope of Work for Annexation Services Utilizing Existing RMA

Willdan will perform the following tasks to annex parcels into the City's CFD using the existing RMA.

a. Project Kick Off to Resolution of Intention

1) Project Kick-off

Following receipt of the City's authorization to proceed, we will discuss the annexation process and timeline with City staff, and identify any additional documents or information that may be needed. At the City's discretion, this discussion may include the developer/landowner and/or their representatives. As needed throughout the project, we will coordinate with City staff and as needed, with the developer(s), their consultant(s) and other outside agencies that may be directly involved in the project, to gather required information for the annexation proceedings.

- 2) Prepare boundary map of the proposed annexation area that meets the requirements of the Community Facilities Act. An electronic copy of the final boundary map will be provided in PDF for the City's review.
- 3) Review the resolution approving the boundary map and resolution of intention.
- 4) Once the map has been approved by City Council, Willdan will provide the amended CFD boundary map for recordation at the County.
- 5) Willdan will provide the City with an updated CFD boundary map showing the entire annexation for the City's records.

b. Review of Annexation Documents

- 1) Review Consent and Waiver forms, property owner ballots, and Public Hearing resolutions.

The required noticed publication of Public Hearing in the local newspaper is the responsibility of the City Clerk.

- 2) Review Notice of Special Tax Lien.

c. Intent Meeting/Public Hearing/Meeting Attendance

- 1) Willdan will attend the Intent Meeting and Public Hearing, in order to be available to answer questions associated with the annexation process. We will also attend up to one additional meeting.

Client Responsibilities

Willdan will rely on being able to obtain the following information from the City or the developer(s):

- Contact information for the developer/property owner, and specific contact person who will execute the petition, consent & waiver, and ballot documents.
- A listing of the properties to be included in the annexation area.



Ms. Candace Cassel, City of Moreno Valley
 Letter Proposal to Perform RMA Amendment and CFD Annexation Services for CFD 2014-01
 October 27, 2014
 Page 4

- Information regarding current zoning, existing land uses, and proposed property development, as required.
- Timing of anticipated building permit issuance and home sales.
- Either electronically or in hard copy, various maps or diagrams of the new development, improvements, or surrounding properties as needed.
- As needed, assist with obtaining pertinent development information from the developer.
- Review and approve the draft reports and resolutions before the final documents are prepared for the Council packets. This review is typically performed by the City Attorney. Requested changes shall be submitted to Willdan in writing.

The City acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City, the County and developers and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Budget

Based on our proposed Scope of Services, we propose the following fee schedule. These fees and rates are subject to an annual increase, which will not exceed the most recent change in the annual Consumer Price Index (CPI) for the "All Urban Consumers" Los Angeles – Anaheim – Riverside – San Bernardino region, as calculated by the United States Bureau of Labor Statistics.

Scope of Services Fee Schedule	
RMA Amendment for Existing Services (Tasks a, b, and c)	\$5,500 plus \$2,000 per RMA amendment scenario
RMA Amendment for New Services (Tasks a, b, and c)	\$9,500 plus \$2,000 per RMA amendment scenario
Annexation Utilizing Existing RMA (Tasks a and b)	\$7,500
Annexation with RMA Amendment	\$9,500 plus \$2,000 per RMA amendment scenario
Additional Meetings (Board, Staff, Committee, etc.)	\$200 per hour, \$600 minimum
Preparation of Annexation Map and Update of Boundary Map	\$450 for first page, \$250 per additional page

Please note:

- Our fee will not be contingent upon the outcome of the annexation process.
- The City will be billed monthly on a percentage of project completion basis.
- Our fees include all direct expenses associated with this service.



Ms. Candace Cassel, City of Moreno Valley

Letter Proposal to Perform RMA Amendment and CFD Annexation Services for CFD 2014-01

October 27, 2014

Page 5

Additional Services

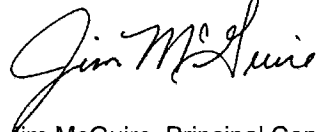
Additional services may be authorized by the City and will be billed at our then current hourly consulting rates. Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75

We appreciate this opportunity to assist the City of Moreno Valley, and look forward to hearing from you. If you have any questions regarding our proposal, please contact me at (951) 587-3536 or via email at jmcguire@willdan.com.

Very truly yours,

WILLDAN FINANCIAL SERVICES



Jim McGuire, Principal Consultant
District Administration Services



**FIRST AMENDMENT TO AGREEMENT
FOR
CONSULTANT SERVICES
CFD/LLD/LMD FORMATIONS
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Willdan Financial Services, Inc., (a California corporation), hereinafter referred to as "Consultant." This First Amendment to Agreement as made and entered into becomes effective upon the date signed by the City.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR CFD/LLD/LMD FORMATIONS," hereinafter referred to as "Agreement," dated February 10, 2014.

Whereas, the Consultant is providing Assessment Engineering and Special Tax Consulting 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, 2014 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 Exhibit "A" to the Agreement is hereby amended to cease completion of CFD formation for tract 32515 due to termination of formation of district. Actual fees incurred and

payable to Consultant for services performed prior to termination equal \$2,295, reducing the "Not-to-Exceed" fee by \$12,205.

1.2 Exhibit "A" to the Agreement is further amended to include Exhibit A to this First Amendment, which identifies the work plan, objectives, deliverables and timeline Consultant will be responsible to adhering to in the course of establishing CFD 2014-01, Annexation No.1 and includes Consultant's revised reduced fee amount of \$8,000.

1.3 Exhibit "C" to the Agreement is hereby amended by adding to the "TERMS OF PAYMENT" the fixed fee cost of \$8,000 as proposed by Consultant to perform services and provide deliverables associated with CFD 2014-01, Annexation No. 1 as described in Exhibit A to this First Amendment.

1.5 The total "Not-to-Exceed" fee for this Agreement is \$68,795 for the First Amendment to Agreement, representing \$73,000 for the original Agreement, less \$12,205 for termination of formation of CFD for tract 32515, plus an increase of \$8,000 for Annexation No. 1 to CFD 2014-01.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT FOR ASSESSMENT ENGINEERING AND SPECIAL TAX CONSULTING
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY

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

City of Moreno Valley

By: [Signature]
City Manager

Date: 7.23.14

Willdan Financial Services

By: [Signature]
Mark J. Risco

Title: President and CEO

Date: July 16, 2014

INTERNAL USE ONLY

APPROVED AS TO FORM:

[Signature]
City Attorney

July 22, 2014
Date

By: [Signature]

Title: Secretary
Kate Nguyen
(Corporate Secretary)

Date: July 17, 2014

RECOMMENDED FOR APPROVAL:

[Signature]
Department Head

7/22/14
Date

Attachments: Exhibit A

Attachment: First Amendment (1882 : FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR ASSESSMENT



April 16, 2014

Ms. Candace Cassel
Special Districts Division Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
Moreno Valley, California 92552

Re: Scope of Services and Fee for CFD 2014-1, Annexation No. 1

Dear Ms. Cassel;

The following outlines Willdan Financial Services (Willdan) scope of services and fee to assist with the CFD 2014-1, Annexation No. 1.

Willdan Financial Services appreciates this opportunity to continue to serve the City of Moreno Valley. If you have any questions regarding this proposal, please contact me directly at (951) 587-3546 or via email to SMedina@willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES

A handwritten signature in black ink, appearing to read 'Susana Medina', is written over a light blue horizontal line.

Susana Medina, Project Manager
District Administration Services

EMAILED



Scope of Work

Below, Willdan has prepared a detailed work plan that addresses objectives and deliverables. Willdan will coordinate with City staff and City's legal counsel for each required task.

Kick Off to Resolution of Intention

Following receipt of the City's authorization to proceed, we will discuss the annexation process with City staff, and identify additional documents or information that may be needed. At the City's discretion, this discussion may include the developer/landowner and/or their representatives. As needed throughout the project, we will coordinate with City staff and directly with developers, their consultants and other outside agencies involved in the project, to gather required information for the annexation proceedings.

Willdan will prepare or review the necessary resolution.

Willdan will prepare the annexation boundary maps of the proposed Annexation No. 1 and future annexation area that meets the requirements of the Community Facilities Act. An electronic copy of the final boundary map will be provided in PDF, as well as the required hardcopies for recordation at the County.

Resolution of Intention to Public Hearing

Willdan will prepare the following documents: consent and waiver forms; notices, ballots, and prepare or review the resolution for the Public Hearing.

The required noticed publication of Public Hearing in the local newspaper is the responsibility of the City Clerk.

Willdan will prepare or review the Notice of Special Tax Lien.

Willdan will coordinate the recordation of the Notice of Special Tax Lien after successful annexation to the CFD. The list of parcels included in the annexation area will be provided to the City in the appropriate format.

RMA Amendment

Willdan will amend the Rate and Method of Apportionment of Special Tax (RMA) as necessary to account for any needed additions to cover Annexation No. 1 requirements.

Public Hearing/Meeting attendance

Willdan will attend the Intent Meeting and Public Hearing, as well as up to two additional meetings. Conference calls are unlimited.

Client Responsibilities

Willdan will rely on being able to obtain the following information from the City or the developer(s):

- Information regarding current zoning, existing land uses, and proposed property development, as required.
- As necessary, a copy of the City's Goals and Policies with regard to the formation of CFDs.
- Either electronically or in hard copy, various maps or diagrams of the new development, improvements, or surrounding properties as needed. These maps and diagrams may include development boundary maps, general plan maps, improvement plans, zoning maps, assessor parcel maps, subdivision maps, or related development diagrams.
- As needed, assist with obtaining pertinent development information from the property owner/developer.





- Review and approve the draft reports and resolutions before the final documents are prepared for the Council packets. This review is typically performed by the City Attorney. Requested changes shall be submitted to Willdan in writing.
- The City acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City, the County and developers and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Legal Opinions

In preparing the resolutions, petitions, consent and waiver documents and the notices and ballots, Willdan will provide our professional expertise. Since we do not practice law, we ask that your City Counsel review and approve the documents. We will assist your attorney in identifying any pertinent legal issues.





Fees for Services

Based on our work plan, we propose a **fixed fee of \$10,000**.

Please note:

- Our fee will not be contingent upon the outcome of the annexation process.
- The City will be billed on a *monthly* percentage-completion basis.
- Our fees include all direct expenses associated with this service.

Additional Services

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Willdan Financial Services Hour Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Assistant Analyst	\$75



Candace Cassel

From: Susana Medina <medins@willdan.com>
Sent: Thursday, April 17, 2014 11:24 AM
To: Jennifer Terry
Cc: Jim McGuire; Candace Cassel
Subject: RE: Moreno Valley CFD Annexation No. 1

Hi Terry:

We can reduce the fee to \$8,000 if we are not preparing those documents. Would you like us to review them or just go with what is provided?

-Susana Medina

From: Jennifer Terry [<mailto:jennifert@moval.org>]
Sent: Wednesday, April 16, 2014 5:32 PM
To: Susana Medina
Cc: Jim McGuire; Candace Cassel
Subject: RE: Moreno Valley CFD Annexation No. 1

How would the cost you provided vary if certain documents (resolutions, consent and waiver, notice, ballot, and notice of special tax lien) were prepared by others?

Jennifer A. Terry
 Management Analyst | City of Moreno Valley

p: 951.413.3505 | e: jennifert@moval.org | w: www.moval.org

14331 Frederick Street, Suite 2, Moreno Valley CA 92553

From: Susana Medina [<mailto:medins@willdan.com>]
Sent: Wednesday, April 16, 2014 1:27 PM
To: Candace Cassel; Jennifer Terry
Cc: Jim McGuire
Subject: Moreno Valley CFD Annexation No. 1

Hello Candace and Jennifer:

Attached please find the proposal for Annexation No. 1 into CFD 2014-1 and the revised timeline, which can be modified to your preference.

Please let me know when you'll like to schedule a kickoff for this project.

Thank you,

Susana Medina
 Project Manager

Willdan Financial Services
Celebrating 50 years of service

27368 Via Industria, Suite 110

Temecula, California 92590
T. 951.587.3546 800.755.6864
F. 951.587.3510 888.326.6864

Attachment: First Amendment (1882 : FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR ASSESSMENT

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY
CFD/LLD/LMD FORMATIONS**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Willdan Financial Services, 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 Assessment Engineering and Special Tax Consulting services for the purpose of forming certain Community Facility Districts (CFDs), Local Lighting Districts (LLDs) and Landscape Maintenance Districts (LMDs) 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" (Consultant's Proposal) attached 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.

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

DESCRIPTION OF PROJECT

1. The Project is described as Assessment Engineering and Special Tax Consulting Services.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "A" attached hereto and incorporated herein by this reference.

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

4. The Consultant shall provide Assessment Engineering and Special Tax Consulting Services in accordance with the agreed upon timelines for all work necessary to form each of the Districts as described within Consultant's scope of services. The formation of the CFD for Tract 32515, as described in Exhibit A, is contingent upon the City's receipt of developer funds to finance CFD district formation.

PAYMENT TERMS

5. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$73,000 plus mailing costs in accordance with the payment terms provided on Exhibit "C" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

7. The Consultant will perform the work as described on and in accordance with the schedule set forth on Exhibit "A" attached hereto providing however, that the timeline for the maintenance CFD relating to Tract 32515 will be dependent upon the developer's deposit of funds

*Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)*

with City to cover formation costs. The City will provide Consultant written authorization to proceed once funding is available, and the proposed timeline will be adjusted accordingly.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. 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.

10. (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

11. 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.

12. The Consultant may also retain or subcontract for the services of other necessary

*Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)*

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.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

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

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, the Housing Authority, and CSD, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and CSD's employees and all claims

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CFD/LLD/LMD Formations (14-15 Levy)*

which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, the Housing Authority and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omissions Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

*Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)*

	<u>General Liability</u>
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

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

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement

Attachment: Original Agreement (1882 : FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR

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evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

*Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)*

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

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 Chief Financial Officer of the City or their designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

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

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

20. (a) The City may terminate this Agreement without fault on the part of the Consultant by giving at least ten (10) days written notice to the Consultant. 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

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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. Such termination may be effective immediately.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

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

*Agreement for Professional Consultant Services
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time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

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

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

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

Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)

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

City of Moreno Valley

BY:



City Manager

2.10.14

Date

Willdan Financial Services

BY:




Mark J. Risco

TITLE: President and CEO

January 3, 2014

Date

BY:



Kate Nguyen

TITLE: Secretary

1/16/14

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:



City Attorney

2-6-14

Date

RECOMMENDED FOR APPROVAL:



Department Head

2/6/14

Date

Attachment: Original Agreement (1882 : FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR

EXHIBIT A

SCOPE OF SERVICES



November 4, 2013

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Re: Scope and Fee to Provide Assessment Engineering and Special Tax Consulting Services to the City of Moreno Valley

Dear Ms. Cassel:

Per our prior discussion, the following outlines Willdan Financial Services' (Willdan) scope of services and fee to provide Assessment Engineering and Special Tax Consulting Services to the City of Moreno Valley.

We appreciate this opportunity to continue to serve the City and look forward to hearing from you. Please feel free to contact Mr. Jim McGuire, Senior Project Manager, directly at (951) 587-3536 or via email at jmcguire@willdan.com if you have any questions regarding our proposal.

Sincerely,

Willdan Financial Services

Gladys Medina
 Vice President – Group Manager

Enclosure

Attachment: Original Agreement (1882 : FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR

Scope of Services

The following is Willdan Financial Services ("Willdan") scope of services to provide Assessment Engineering and Special Tax Consulting Services to the City of Moreno Valley ("City").

We want to ensure that our scope is responsive to the City's needs and specific circumstances. Willdan will work with the City to revise the tasks based on input prior to receipt of a notice to proceed, and as needed during the course of the project.

Engineering Services for New Assessment Districts

Task A.1: Prepare Updated Property and Ownership Information

Using base electronic parcel information, assessment data and the current CSD Zone structure, Willdan will update the parcel database with the County Assessor's Office secured roll data currently available to identify any parcel discrepancies and to incorporate updated property changes, as well as ownership and mailing information. This information will be enhanced through parcel research and specific information provided by the City. This data will then be incorporated into our model to update and fully develop the appropriate method of apportionment and assessments for each parcel. When finalized, this parcel specific data will be used to generate the assessment roll for the Engineer's Report. We will provide the City with a copy of this database.

Task A.2: Develop the District Budget

Willdan will work with City staff to identify and incorporate an accurate full cost recovery estimate for the improvements (including annual maintenance costs and utilities; foreseeable capital projects; and long-term replacement and rehabilitation costs). Recognizing that there is inherently some general benefit associated with landscaping and lighting, we will work with the City to clearly identify and separate those improvements and/or costs that are considered general benefit and those costs that may be assessed as special benefit.

Furthermore, since the assessment amount will mirror that currently assessed by the Zone being converted, we will identify the funded and unfunded costs associated with the improvements provided. These amounts will be documented in the Engineer's Report.

Task A.3: Developing the Assessments

Based on the findings and discussions of the previous tasks, Willdan will review the assessment amounts currently levied within the applicable Zone to be converted, as well as the cost allocation of the budgeted improvements, and the method of apportionment to be applied based on proportional special benefits.

As a working tool for the City once we have completed the assessment scenarios, Willdan will prepare and distribute a Summary Memorandum of the proposed assessments. This document will outline and summarize the proposed assessment rates and assessment revenues by land use classification and zone based on an estimate for the full cost recovery budget. This memorandum will serve as a tool in formulating the initial public outreach efforts. Ultimately, the district structure, the budget, the method of apportionment, and assessments that are finalized with City staff will be incorporated into the Engineer's Report.

Task A.4: Prepare Engineer's Report

In accordance with the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution (Proposition 218), Willdan will prepare the Engineer's Report for the assessments and modifications (if applicable) that will be presented to City Council, including the following items:

- Plans and specifications that describe the ongoing maintenance and operation of the landscaping/lighting to be maintained.
- Method of apportionment that outlines the special benefit conferred on properties within the proposed district from the maintenance and the calculations used to establish each parcel's proportional special benefit assessment. As well as a description of the assessment range formula, if applicable, establishing the maximum assessment rate in subsequent fiscal years.
- The budget that outlines the costs and expenses to provide maintenance, including incidental expenses authorized by the 1972 Act.
- Assessment diagram that identifies the boundaries of the proposed district.
- The assessment roll which contains each Assessor Parcel Number and their proportional maximum assessment.
- An affidavit stating the report has been prepared by a professional engineer.

Prior to the scheduled Intent Meeting, Willdan will provide the City with an electronic copy of the Engineer's Report for City staff review and comment. When finalized with City staff, a final electronic version and two hardcopies of the report will be provided to the City that the City Clerk may incorporate into the Council agenda package. The proposed assessment roll that is typically incorporated into the Engineer's Report may be provided to the City as a separate document or electronic file.

Task A.5: Prepare Resolutions

Willdan anticipates drafting the following resolutions for City review and implementation:

- **Intent Meeting Resolutions:**
 - Resolution Initiating Proceedings, which calls for the preparation of the Engineer's Report (this resolution could be adopted at an earlier Council Meeting if desired); and
 - Resolution of Intention, which preliminarily approves the Engineer's Report; confirms the proposed assessments outlined in the Report; and sets the Public Hearing date.

- **Public Hearing Resolutions:**
 - Resolution approving the Engineer's Report; and
 - Resolution confirming the assessment diagram and assessments as approved, and orders the levy and collection of assessments for the upcoming fiscal year.

Willdan will provide the draft resolutions to City staff prior to the City Council agenda deadline for review and comment. All draft resolutions should be reviewed by the City Attorney for form and content prior to finalizing these documents for City Council action.

Task A.6: Meetings and Support

The following are support services Willdan will provide to the City with respect to the assessment process:

- Attend the City Council Intent Meeting and be available to answer questions regarding the Engineer's Report and Proposition 218.
- At the City's request, Willdan will review and comment on the staff reports prepared by the City in connection with the proposed assessment proceedings (Intent Meeting and Public Hearing staff reports).
- After the initial presentation to the City Council (Intent Meeting), if necessary, update the Engineer's Report to reflect changes ordered by the City Council prior to the Public Hearing.

In total, Willdan will attend up to three meetings for each formation in performance of the outlined scope of work. It is anticipated that meeting attendance will include two City Council meetings (the Intent Meeting and Public Hearing) and one Finance Subcommittee meeting, if requested.

Task A.7: Mailing of Notices

It is anticipated that initially new assessment districts will be formed to replace the current CSD Zone B and Zone E charges without increasing assessments. While such a change will not trigger a Proposition 218 ballot proceeding, we anticipate that the City will opt to mail notices of the public hearings to the affected property owners, although the law does not specifically address this type of noticing.

Willdan will prepare a draft of the Notice to be mailed to each property owner. A draft copy will be sent to the City for review and comment by City staff and/or the City Attorney. Based on written comments and edits received, a final sample of the document will be prepared and provided to the City, prior to the actual printing of the documents. At the City's request, Willdan will print and mail the approved notices. The cost associated with this task will be in addition to the quoted fees for services.

It is anticipated that the text of the Notice will be the same for each affected parcel and will not contain parcel specific information. The Notice will also likely include general zone information.

City Responsibilities

We will rely on being able to obtain the following information from the City of Moreno Valley, in order to perform the Assessment Engineering Services identified above.

- Provide GIS shape files identifying the location of the applicable lighting and landscaping.
- As needed, provide pertinent documentation associated with the maintenance, improvements, and budget information including, but not limited to, estimated cost variances between City owned versus Edison owned lights (if applicable), capital expenditures to be funded by the assessments, City overhead, available funding from other sources that may be used to offset costs, as well as any legal opinions or comments associated with this project.
- Prepare internal memorandums, staff reports and other supporting documents necessary for City Council agendas.
- Arrange for any required publications notice of Council meetings or Public Hearings in the local newspaper.
- Review the draft reports and resolutions before the final documents are prepared for the Council packets. This review will most certainly include City staff but should be closely reviewed by the City's legal counsel. Requested changes shall be submitted to Willdan in writing.
- Provide copies of current contracts associated with landscaping and lighting, in order to utilize actual numbers for budgeting purposes.

The City of Moreno Valley acknowledges that Willdan shall rely upon the accuracy of the information provided by the City and the County and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Legal Opinions. In preparing the Engineer's Report and resolutions, Willdan will provide our professional expertise. Since we do not practice law, we ask that your City attorney, or other designated counsel, review the documents. We will assist your attorney in identifying any pertinent legal issues.

Special Tax Consulting for New Maintenance CFDs

If determined that the formation of a Community Facilities District (CFD) is a more viable option than the formation of an assessment district outlined below are the associated tasks.

Task B.1: Review the City's Goals and Policies

Willdan will review the City's existing CFD Goals and Policies, and identify possible modifications or areas for discussion with the City and finance team.

Willdan will consult with City staff to identify policy objectives for the CFD formation. We will provide the City the benefit of our experience throughout the state with CFD formations, and discuss with staff any possible enhancements to the existing Goals and Policies to ensure the feasibility of the CFD.

Task B.2 Preliminary Tax Spread Analysis and Development of Tax Methodology

A preliminary pro forma of the CFD's revenues and estimated expenses (based upon preliminary estimates, as available) will be presented for evaluation and discussion. We will construct a special tax analysis that will be designed to identify the special tax revenue that can be generated from various types of property proposed for the district. The analysis will incorporate proposed uses and we will utilize pricing and market data to determine proposed tax burdens. Also, with the City's guidance, we will assure that

the tax burden associated with this proposed CFD does not exceed the overall effective tax rate indicated in the City's Goals and Policies. The analysis will be based upon available product mix data, market research, discussions with property owners and developers, as well as with the City. Once we complete the special tax revenue projection, we will use this to create the special tax methodology that will be included in the Rate and Method of Apportionment (RMA). The maximum proposed special taxes will be designed to generate sufficient revenue to meet CFD objectives and fairly tax expected properties consistent with established development requirements and policies.

Based on gathered information, Willdan will begin to prepare a preliminary special tax evaluation. As appropriate, an overlapping tax analysis and maximum special tax coverage computations may be included. If required, the analysis will incorporate multiple improvement areas. As necessary, we will prepare calculations from our database, including:

- Special tax runs identifying maximum expected special tax coverage; and comparing maximum special tax rates, to the necessary estimated amount to pay operating and maintenance costs for improvements, including scenarios identifying the impact of an escalating special tax (if appropriate).
- Development-to-special tax computations for each parcel or development area, and (if necessary) differentiating between developed and undeveloped properties.
- Effective tax rate schedules denoting projected parcel tax rate resulting from the new special tax.

If requested, Willdan will prepare multiple spreads that are based upon different maintenance/improvement assumptions. If there is not sufficient revenue to cover each of the proposed services/improvements, we will suggest alternative approaches. Willdan will also develop special tax categories for property types within the CFD.

The tax rates will also be set in conjunction with an evaluation of what is supportable and acceptable for the development project, and within the area as a whole.

Develop the special tax structure for the RMA based on the boundaries of the CFD, improvements and maintenance to be funded, proposed development, and effective tax rate limitations. An analysis will be required to determine an equitable spread of the overall burden, taking into account the nature of the improvements and the area that they will serve.

Task B.3: Rate and Method of Apportionment of Special Tax

An RMA of Special Tax will be prepared and, if necessary, will include improvement areas and/or tax zones. By this means, maintenance costs for properties within the CFD will be equitably apportioned. The RMA will clearly describe the special tax methodology developed in the preceding step, the associated definitions, priority and method by which properties in the CFD will be taxed, the special tax rates for each property type, and contain all other information (as required) by the Mello-Roos Community Facilities Act of 1982.

Willdan will prepare the boundary map that will eventually be recorded along with the Notice of Special Tax, as well as prepare necessary documents for the City Council meeting to adopt the Resolution of Intention, including the petition, RMA, and map. We can also provide draft or sample Resolution of Intention documents for review by the City Attorney or designated legal counsel.

Task B.4: Community Facilities District Report

Willdan will prepare a preliminary CFD Report that includes a description of the improvements and maintenance to be funded, related cost estimates, incidental expenses, the RMA, and other information necessary to meet the requirements of the Mello-Roos Community Facilities Act. Willdan will present the CFD Report to the City Council and field questions received at the Public Hearing. The CFD Report will include the following components:

- A description of the proposed services to be funded;
- Cost estimates for maintenance and improvements; and
- A projection and explanation of the annual special tax rates by special tax classification for each year that services are funded.

Task B.5: Document Review and Preparation

For the City's review and comment, Willdan will prepare drafts of the required resolutions, petitions, Consent and Waiver documents, and notices/ballots. As we do not practice law, we ask that your attorney, or other designated counsel, review the documents. We will, however, assist your attorney in identifying pertinent legal issues and modifications necessary before the documents are implemented. If the City is unable to garner 100 percent consent waiver from the affected property owners and a regular special tax election is required, the City attorney will be responsible for preparing and coordinating the required impartial analysis and ballot arguments.

After successful formation of the CFD, Willdan will then coordinate the recordation of the "Notice of Special Tax Lien."

In total, Willdan will attend up to three meetings per formation: two City Council meetings to present the Resolution of Intention, Resolution of Formation, and the Public Hearing; and one Finance Subcommittee meeting, if requested.

City Responsibilities

- Willdan shall rely on obtaining from the City the following information:
- Copy of the City's current CFD Goals & Policies.
- Information regarding property to be included in the CFD formation and potential future annexation areas.
- Information regarding tax rates to be imposed on development in accordance with negotiated agreements between the City and various developers.
- Detailed development or property information for proposed CFD boundaries, including GIS maps of proposed project area (if applicable).
- Information regarding services to be provided and their related cost estimates.
- Property owner information (as needed).

Fee for Services

We will provide Assessment Engineering and Special Tax Consulting Services for the price ranges presented below. These fee ranges are based upon a typical special district formation project.

City of Moreno Valley Fee for Services	
Facilities Community Facilities District	\$18,500 – \$35,000
Maintenance or Service Community Facilities District	\$14,500 – \$26,500
Assessment Maintenance District	\$13,500 – \$27,500

A not-to-exceed fee will be provided when a specific formation project has been identified. In order to accurately quote the project, the following elements will need to be provided:

- Estimated project timeline;
- Development type (i.e. residential, commercial, retail, etc.);
- The location, extent and nature of the improvements (or services) to be funded;
- Availability of cost information related to the improvements to be funded, or the extent to which Willdan will assist in developing these estimates;
- Mix and pricing of products within each type of development;
- Number of meetings anticipated, and level of effort for stakeholder outreach and communication; and
- Information regarding potential phasing of bond issuances for larger bond amounts.

Please note the following:

- Our not-to-exceed fees are based on an hourly basis.
- ***Our fee will not be contingent on the outcome of the formation of the special district.***
- Our fees above do not include mailing costs (printing, processing and postage) for any notices and/or ballots. These costs are estimated at \$1.00 per parcel for each mailing. Any outreach or educational materials would be separate mailings.
- We will invoice the City monthly based on agreed upon deliverables and percentage of project completion.

FY 2013/2014 Projects for Levy in FY 2014/15

Listed below are the projects that are anticipated to be completed prior to the levy of assessments, taxes and charges for fiscal year 2014/2015 as well as the associated fee for each. Willdan proposes a **not-to-exceed fee of \$73,000 for the work identified below.**

Formation of CFD No. 2014-01: CFD for Citywide Landscape Maintenance (incorporating Tract No. 31618 initially)
Fee: \$14,500 – \$19,500

Formation of CFD No. 2014-02: CFD for Channel Maintenance (incorporating Tract No. 32515 only)
Fee: \$14,500

Formation of Landscape Maintenance District No. 01: Conversion of CSD Zone E to a 1972 Act Landscaping and Lighting District (no balloting for first fiscal year, incorporating those parcels currently in CSD Zone E that can be converted without triggering the balloting process and/or possessing other benefit-related issues that need to be addressed)
Fee: \$24,000

Formation of Local Lighting District No. 01: Conversion of CSD Zone B to a 1972 Act Landscaping and Lighting District (no balloting for first fiscal year, incorporating those parcels currently in CSD Zone B that can be converted without triggering the balloting process and/or possessing other benefit-related issues that need to be addressed)
Fee: \$15,000

Willdan Hourly Rates

Additional services to be provided by Willdan that are authorized by the City of Moreno Valley will be billed at our current hourly billing rates.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75
Property Owner Services Representative	\$55
Support Staff	\$50

Project Timelines

Detailed on the pages that follow are tables that present general project timelines for each district.

Attachment: Original Agreement (1882 : FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR

COMMUNITY FACILITIES DISTRICT 2014-01 FORMATION TIMELINE

DISTRICT	DATES	ACTION OR TASK TO PERFORM	RESPONSIBLE PARTY	Note
CFD 2014-01	1/6/2014	Review and Provide Recommendations • Proposed Modifications to Goals & Policies	Willdan Financial Services	
CFD 2014-01	01/06/2014	Deliver Draft Documents for Intent Meeting • Draft RMA for review and edits • Draft Boundary Map & future annexation map for review & edits • Draft Intent Resolution for review & edits	Willdan Financial Services	
CFD 2014-01	01/07/2014	Registrar of Voter Confirmation • Send letter to County to confirm that there are less than 12 registered voters	Willdan Financial Services	
CFD 2014-01	01/07/2014	Prepare Documents to Modify CFD Goals & Policies (as needed)	City Attorney	
CFD 2014-01	01/09/2014	Entire Project Team • Conference call: Review and Discuss RMA and Special Tax Pro Forma • Other Discussions	All	
CFD 2014-01	01/13/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-01	01/14/2014	Deliver Final Documents Needed for Intent Meeting • Final RMA • Final Boundary Map • Resolution of Intention to Establish CFD • Registrar of Voter Confirmation of Voters • Resolution Modifying Goals & Policies	Willdan Financial Services City Attorney	
CFD 2014-01	01/20/2014	Submit Staff Report and Agenda Package for Intent Meeting	Willdan Financial Services	22 days Before Intent Meeting
CFD 2014-01	01/21/2014	Send Consent and Waiver Form to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-01	01/28/2014	Mail Consent and Waiver Form to Property Owners (to be returned prior to Intent Meeting)	Willdan Financial Services	
CFD 2014-01	02/04/2014	Draft Notice and Ballot and send to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-01	02/11/2014	INTENT MEETING • Adopt Goals and Policies • Adopt Resolution of Intention to Establish CFD • Set time and place of Public Hearing	City	
CFD 2014-01	02/13/2014	Provide Boundary Map Documents to City for recordation	Willdan Financial Services	
CFD 2014-01	02/13/2014	City provides Final Edits to Notice and Ballot	City	
CFD 2014-01	02/18/2014	Deliver Draft Documents for Public Hearing • Draft Resolutions for review & edits • Draft CFD Report for review & edits	Willdan Financial Services	
CFD 2014-01	02/19/2014	Prepare Ordinance Authorizing the Levy of Special Taxes	City Attorney	
CFD 2014-01	02/24/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
CFD 2014-01	02/25/2014 last day	Record Boundary Map	City Clerk	Within 15 Days of Intent Meeting
CFD 2014-01	02/25/2014	Notice and Ballot Mailed to Property Owner	Willdan Financial Services	
CFD 2014-01	02/25/2014	Deliver Final Documents Needed for Public Hearing • Final CFD Report • Resolution of Formation • Resolution calling for Special Tax Election • Resolution Declaring Special Tax Election Results • Ordinance Authorizing the Levy of Special Taxes	Willdan Financial Services City Attorney	
CFD 2014-01	03/03/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
CFD 2014-01	3/18/14 (last day)	City publishes Notice of Public Hearing	City	At Least 7 Days Prior to Public Hearing
CFD 2014-01	03/25/2014	PUBLIC HEARING and ELECTION COUNCIL MEETING • City adopts Resolution of Formation • City adopts Resolution calling for Special Tax Election • Election is held • City adopt Resolution Declaring Special Tax Election Results • First reading of Ordinance Authorizing the Levy of Special Taxes	City	30-60 Days after Intent Meeting
CFD 2014-01	04/01/2014	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing
CFD 2014-01	04/09/2014	Second Reading of Ordinance Authorizing the Levy of Special Taxes	City	Subsequent Council Meeting
CFD 2014-01	04/29/2014 (last day)	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing

All regular City Council meetings are held on the 2nd and 4th Tuesdays of each month.

Attachment: Original Agreement (1882 : FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR

COMMUNITY FACILITIES DISTRICT 2014-02 FORMATION TIMELINE**

** Timeline Contingent Upon Receipt of Funds from Developer and City's Issuance of Notice to Proceed to Willdan

DISTRICT	DATES	ACTION OR TASK TO PERFORM	RESPONSIBLE PARTY	Note
CFD 2014-02	02/03/2014	Review and Provide Recommendations • Proposed Modifications to Goals & Policies	Willdan Financial Services	
CFD 2014-02	02/03/2014	Deliver Draft Documents for Intent Meeting • Draft RMA for review and edits • Draft Boundary Map for review & edits • Draft Intent Resolution for review & edits	Willdan Financial Services	
CFD 2014-02	02/04/2014	Registrar of Voter Confirmation • Send letter to County to confirm that there are less than 12 registered voters	Willdan Financial Services	
CFD 2014-02	02/04/2014	Prepare Documents to Modify CFD Goals & Policies (as needed)	City Attorney	
CFD 2014-02	02/06/2014	Entire Project Team • Conference call: Review and Discuss RMA and Special Tax Pro Forma • Other Discussions	All	
CFD 2014-02	02/10/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-02	02/11/2014	Deliver Final Documents Needed for Intent Meeting • Final RMA • Final Boundary Map • Resolution of Intention to Establish CFD • Registrar of Voter Confirmation of Voters • Resolution Modifying Goals & Policies	Willdan Financial Services City Attorney	
CFD 2014-02	02/17/2014	Submit Staff Report and Agenda Package for Intent Meeting	Willdan Financial Services	22 days Before Intent Meeting
CFD 2014-02	02/18/2014	Send Consent and Waiver Form to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-02	02/25/2014	Mail Consent and Waiver Form to Property Owners (to be returned prior to Intent Meeting)	Willdan Financial Services	
CFD 2014-02	03/04/2014	Draft Notice and Ballot and send to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-02	03/11/2014	INTENT MEETING • Adopt Goals and Policies • Adopt Resolution of Intention to Establish CFD • Set time and place of Public Hearing	City	
CFD 2014-02	03/13/2014	Provide Boundary Map to City for recordation	Willdan Financial Services	
CFD 2014-02	03/13/2014	City provides Final Edits to Notice and Ballot	City	
CFD 2014-02	03/18/2014	Deliver Draft Documents for Public Hearing • Draft Resolutions for review & edits • Draft CFD Report for review & edits	City	
CFD 2014-02	03/19/2014	Prepare Ordinance Authorizing the Levy of Special Taxes	City Attorney	
CFD 2014-02	03/24/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
CFD 2014-02	03/25/2014 (last day)	Record Boundary Map	City Clerk	Within 15 Days of Intent Meeting
CFD 2014-02	03/25/2014	Notice and Ballot Mailed to Property Owner	Willdan Financial Services	
CFD 2014-02	03/25/2014	Deliver Final Documents Needed for Public Hearing • Final CFD Report • Resolution of Formation • Resolution calling for Special Tax Election • Resolution Declaring Special Tax Election Results • Ordinance Authorizing the Levy of Special Taxes	Willdan Financial Services City Attorney	
CFD 2014-02	03/31/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
CFD 2014-02	04/15/2014 (last day)	City publishes Notice of Public Hearing	City	At Least 7 Days Prior to Public Hearing
CFD 2014-02	04/22/2014	PUBLIC HEARING and ELECTION COUNCIL MEETING • City adopts Resolution of Formation • City adopts Resolution calling for Special Tax Election • Election is held • City adopt Resolution Declaring Special Tax Election Results • First reading of Ordinance Authorizing the Levy of Special Taxes	City	30-60 Days after Intent Meeting
CFD 2014-02	04/29/2014 (last day)	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing
CFD 2014-02	05/13/2014	Second Reading of Ordinance Authorizing the Levy of Special Taxes	City	Subsequent Council Meeting
CFD 2014-02	05/27/2014 (last day)	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing

All regular City Council meetings are held on the 2nd and 4th Tuesdays of each month.

Attachment: Original Agreement (1882) : FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR

LANDSCAPE LIGHTING AND LOCAL LIGHTING DISTRICT NO. 1 FORMATION TIMELINE

DISTRICT	DATES	ACTION OR TASK TO PERFORM	RESPONSIBLE PARTY	Note
LLMD 1	02/03/2014	Willdan completes Preliminary Assessment Evaluation and provides the City with an assessment summary identifying any assessment or budget issues that were not anticipated or require clarification.	Willdan Financial Services	
LLMD 1	02/06/2014	City staff and Willdan discuss the budgets, proposed assessments, and revenue alternatives based on Preliminary Assessment Evaluation.	All	
LLMD 1	02/11/2014	Willdan completes final modifications to the Engineer's Report methodology based on City's input of the proposed assessments and budgets.	Willdan Financial Services	
LLMD 1	02/17/2014	City provides Willdan with final revisions to the budget based on previous discussions.	City	
LLMD 1	02/24/2014	Willdan creates all of the resolutions to be presented to the City Council and begins drafting the property owner ballots and/or notices.	Willdan Financial Services	
LLMD 1	03/03/2014	Deliver Draft Documents for Intent Meeting <ul style="list-style-type: none"> Draft Engineer's Report for review & edits Draft Resolutions for review & edits Draft Notice of Public Hearing for review & edits 	Willdan Financial Services	
LLMD 1	03/06/2014	Entire Project Team <ul style="list-style-type: none"> Conference call: Review and Discuss Engineer's Report and Resolutions Other Discussions 	All	
LLMD 1	03/10/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
LLMD 1	03/11/2014	Deliver Final Documents Needed for Intent Meeting <ul style="list-style-type: none"> Preliminary Engineer's Report Resolutions for Intent Meeting 	Willdan Financial Services	
LLMD 1	03/17/2014	Submit Staff Report and Agenda Package for Intent Meeting	City	22 days Before Intent Meeting
LLMD 1	03/27/2014	Drafts (samples) of the Notice of Public Hearing are Finalized	All	Reviewed by city and confirmed by e-mail
LLMD 1	04/01/2014	Willdan begins Printing Notices of Public Hearing	Willdan Financial Services	
LLMD 1	04/08/2014	INTENT MEETING <ul style="list-style-type: none"> Adopt Resolution Initiating Proceedings Adopt Resolution of Intention (Preliminary Approves Engineer's Report) (Set time and place of Public Hearing) 	City	
LLMD 1	04/11/2014	Property Owner Notices Mailed: Willdan mails Notice of Public Hearing all property owners subject to proposed assessments	Willdan Financial Services	At least 45 days prior to Public Hearing
LLMD 1	04/28/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
LLMD 1	04/29/2014	Deliver Final Documents Needed for Public Hearing <ul style="list-style-type: none"> Final Engineer's Report (if Modifications were necessary) Resolution Approving the Engineer's Report Resolution Confirming Assessment Diagram and Orders the Levy and Collection of Assessments 	Willdan Financial Services	
LLMD 1	05/05/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
LLMD 1	05/17/2014 (last day)	City publishes Notice of Public Hearing Pursuant to sections 22626, 22552 and 22553 of the 1972 Act and 6061 of the Government Code, the City Clerk shall publish the resolution of intention one time at least 10 days prior to the Public Hearing.	City	At Least 10 Days Prior to Public Hearing
LLMD 1	05/27/2014	PUBLIC HEARING <ul style="list-style-type: none"> City Council Conducts Public Hearing City Adopts Resolution Approving the Engineer's Report City Council Adopts Resolution Confirming Assessment Diagram and Orders the Levy and Collection of Assessments 	City	At least 45 Days after Mailed Notice

All regular City Council meetings are held on the 2nd and 4th Tuesdays of each month.

Attachment: Original Agreement (1882 : FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR

MASTER TIMELINE FY 2013/14 (2014-15 Levy)**

**CFD 2014-02 Timeline Contingent Upon Receipt of Funds from Developer and City's Issuance of Notice to Proceed to Willdan

DISTRICT	DATE	ACTION/TASK/TO PERFORM	RESPONSIBLE PARTY	NOTE
CFD 2014-01	01/06/2014	Review and Provide Recommendations • Proposed Modifications to Goals & Policies	Willdan Financial Services	
CFD 2014-01	01/06/2014	Deliver Draft Documents for Intent Meeting • Draft RMA for review and edits • Draft Boundary Map & future annexation map for review & edits • Draft Intent Resolution for review & edits	Willdan Financial Services	
CFD 2014-01	01/07/2014	Registrar of Voter Confirmation • Send letter to County to confirm that there are less than 12 registered voters	Willdan Financial Services	
CFD 2014-01	01/07/2014	Prepare Documents to Modify CFD Goals & Policies (as needed)	City Attorney	
CFD 2014-01	01/09/2014	Entire Project Team • Conference call: Review and Discuss RMA and Special Tax Pro Forma • Other Discussions	All	
CFD 2014-01	01/13/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-01	01/14/2014	Deliver Final Documents Needed for Intent Meeting • Final RMA • Final Boundary Map • Resolution of Intention to Establish CFD • Registrar of Voter Confirmation of Voters • Resolution Modifying Goals & Policies	Willdan Financial Services City Attorney	
CFD 2014-01	01/20/2014	Submit Staff Report and Agenda Package for Intent Meeting	Willdan Financial Services	22 days Before Intent Meeting
CFD 2014-01	01/21/2014	Send Consent and Waiver Form to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-01	01/28/2014	Mail Consent and Waiver Form to Property Owners (to be returned prior to Intent Meeting)	Willdan Financial Services	
CFD 2014-02	02/03/2014	Review and Provide Recommendations • Proposed Modifications to Goals & Policies	Willdan Financial Services	
CFD 2014-02	02/03/2014	Deliver Draft Documents for Intent Meeting • Draft RMA for review and edits • Draft Boundary Map for review & edits • Draft Intent Resolution for review & edits	Willdan Financial Services	
LLMD 1	02/03/2014	Willdan completes Preliminary Assessment Evaluation and provides the City with an assessment summary identifying any assessment or budget issues that were not anticipated or require clarification.	Willdan Financial Services	
CFD 2014-01	02/04/2014	Draft Notice and Ballot and send to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-02	02/04/2014	Registrar of Voter Confirmation • Send letter to County to confirm that there are less than 12 registered voters	Willdan Financial Services	
CFD 2014-02	02/04/2014	Prepare Documents to Modify CFD Goals & Policies (as needed)	City Attorney	
CFD 2014-02	02/06/2014	Entire Project Team • Conference call: Review and Discuss RMA and Special Tax Pro Forma • Other Discussions	All	
LLMD 1	02/06/2014	City staff and Willdan discuss the budgets, proposed assessments, and revenue alternatives based on Preliminary Assessment Evaluation.	All	
CFD 2014-02	02/10/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-01	02/11/2014	INTENT MEETING Adopt Goals and Policies Adopt Resolution of Intention to Establish CFD Set time and place of Public Hearing	City	
CFD 2014-02	02/11/2014	Deliver Final Documents Needed for Intent Meeting • Final RMA • Final Boundary Map • Resolution of Intention to Establish CFD • Registrar of Voter Confirmation of Voters • Resolution Modifying goals & Policies	Willdan Financial Services City Attorney	
LLMD 1	02/11/2014	Willdan completes final modifications to the Engineer's Report methodology based on City's input of the proposed assessments and budgets.	Willdan Financial Services	
CFD 2014-01	02/13/2014	Provide Boundary Map Documents to City for recordation	Willdan Financial Services	
CFD 2014-01	02/13/2014	City provides Final Edits to Notice and Ballot	City	
CFD 2014-02	02/17/2014	Submit Staff Report and Agenda Package for Intent Meeting	Willdan Financial Services	22 days Before Intent Meeting
LLMD 1	02/17/2014	City provides Willdan with final revisions to the budget based on previous discussions.	City	
CFD 2014-01	02/18/2014	Deliver Draft Documents for Public Hearing • Draft Resolutions for review & edits • Draft CFD Report for review & edits	Willdan Financial Services	
CFD 2014-02	02/18/2014	Send Consent and Waiver Form to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-01	02/19/2014	Prepare Ordinance Authorizing the Levy of Special Taxes	City Attorney	
CFD 2014-01	02/24/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
LLMD 1	02/24/2014	Willdan creates all of the resolutions to be presented to the City Council and begins drafting the property owner ballots and/or notices.	Willdan Financial Services	
CFD 2014-01	02/25/2014	Notice and Ballot Mailed to Property Owner	Willdan Financial Services	
CFD 2014-01	02/25/2014	Deliver Final Documents Needed for Public Hearing • Final CFD Report • Resolution of Formation • Resolution calling for Special Tax Election • Resolution Declaring Special Tax Election Results • Ordinance Authorizing the Levy of Special Taxes	Willdan Financial Services City Attorney	
CFD 2014-02	02/25/2014	Mail Consent and Waiver Form to Property Owners (to be returned prior to Intent Meeting)	Willdan Financial Services	
CFD 2014-01	02/25/2014 last day	Record Boundary Map	City Clerk	Within 15 Days of Intent Meeting
CFD 2014-01	03/03/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
LLMD 1	03/03/2014	Deliver Draft Documents for Intent Meeting • Draft Engineer's Report for review & edits • Draft Resolutions for review & edits • Draft Notice of Public Hearing for review & edits	Willdan Financial Services	

Attachment: Original Agreement (1882) : FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR

CFD 2014-02	03/04/2014	Draft Notice and Ballot and send to City for review	Willdan Financial Services	To be reviewed by City Attorney
LLMD 1	03/06/2014	Entire Project Team • Conference call: Review and Discuss Engineer's Report and Resolutions • Other Discussions	All	
LLMD 1	03/10/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-02	03/11/2014	INTENT MEETING • Adopt Goals and Policies • Adopt Resolution of Intention to Establish CFD • Set time and place of Public Hearing	City	
LLMD 1	03/11/2014	Deliver Final Documents Needed for Intent Meeting • Preliminary Engineer's Report • Resolutions for Intent Meeting	Willdan Financial Services	
CFD 2014-02	03/13/2014	Provide boundary map to City for recordation	Willdan Financial Services	
CFD 2014-02	03/13/2014	City provides Final Edits to Notice and Ballot	City	
LLMD 1	03/17/2014	Submit Staff Report and Agenda Package for Intent Meeting	City	22 days Before Intent Meeting
CFD 2014-01	3/18/14 (last day)	City publishes Notice of Public Hearing	City	At Least 7 Days Prior to Public Hearing
CFD 2014-02	03/18/2014	Deliver Draft Documents for Public Hearing • Draft Resolutions for review & edits • Draft CFD Report for review & edits	City	
CFD 2014-02	03/19/2014	Prepare Ordinance Authorizing the Levy of Special Taxes	City Attorney	
CFD 2014-02	03/24/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
CFD 2014-01	03/25/2014	PUBLIC HEARING and ELECTION COUNCIL MEETING • City adopts Resolution of Formation • City adopts Resolution calling for Special Tax Election • Election is held • City adopt Resolution Declaring Special Tax Election Results • First reading of Ordinance Authorizing the Levy of Special Taxes	City	30-60 Days after Intent Meeting
CFD 2014-02	03/25/2014 (last day)	Record Boundary Map	City Clerk	Within 15 Days of Intent Meeting
CFD 2014-02	03/25/2014	Notice and Ballot Mailed to Property Owner	Willdan Financial Services	
CFD 2014-02	03/25/2014	Deliver Final Documents Needed for Public Hearing • Final CFD Report • Resolution of Formation • Resolution calling for Special Tax Election • Resolution Declaring Special Tax Election Results • Ordinance Authorizing the Levy of Special Taxes	Willdan Financial Services City Attorney	
LLMD 1	03/27/2014	Drafts (samples) of the Notice of Public Hearing are Finalized	All	Reviewed by city and confirmed by e-mail
CFD 2014-02	03/31/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
CFD 2014-01	04/01/2014	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing
LLMD 1	04/01/2014	Willdan begins Printing Notices of Public Hearing	Willdan Financial Services	
CFD 2014-01	04/08/2014	Second Reading of Ordinance Authorizing the Levy of Special Taxes	City	Subsequent Council Meeting
LLMD 1	04/08/2014	INTENT MEETING • Adopt Resolution Initiating Proceedings • Adopt Resolution of Intention (Preliminarily Approves Engineer's Report) (Set time and place of Public Hearing)	City	
LLMD 1	04/11/2014	Property Owner Notices Mailed: Willdan mails Notice of Public Hearing all property owners subject to proposed assessment	Willdan Financial Services	At least 45 days prior to Public Hearing
CFD 2014-02	04/15/2014 (last day)	City publishes Notice of Public Hearing	City	At Least 7 Days Prior to Public Hearing
CFD 2014-02	04/22/2014	PUBLIC HEARING and ELECTION COUNCIL MEETING • City adopts Resolution of Formation • City adopts Resolution calling for Special Tax Election • Election is held • City adopt Resolution Declaring Special Tax Election Results • First reading of Ordinance Authorizing the Levy of Special Taxes	City	30-60 Days after Intent Meeting
LLMD 1	04/28/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
CFD 2014-02	04/29/2014 (last day)	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing
LLMD 1	04/29/2014	Deliver Final Documents Needed for Public Hearing • Final Engineer's Report (if Modifications were necessary) • Resolution Approving the Engineer's Report • Resolution Confirming Assessment Diagram and Orders the Levy and Collection of Assessments	Willdan Financial Services	
LLMD 1	05/05/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
CFD 2014-02	05/13/2014	Second Reading of Ordinance Authorizing the Levy of Special Taxes	City	Subsequent Council Meeting
LLMD 1	05/17/2014 (last day)	City publishes Notice of Public Hearing Pursuant to sections 22526, 22552 and 22553 of the 1972 Act and 6061 of the Government Code, the City Clerk shall publish the resolution of intention one time at least 10 days prior to the Public Hearing.	City	At Least 10 Days Prior to Public Hearing
LLMD 1	05/27/2014 (last day)	PUBLIC HEARING • City Council Conducts Public Hearing • City Adopts Resolution Approving the Engineer's Report • City Council Adopts Resolution Confirming Assessment Diagram and Orders the Levy and Collection of Assessments	City	At least 45 Days after Mailed Notice

Attachment: Original Agreement (1882 : FOURTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR

EXHIBIT B**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

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$73,000.00 plus mailing costs.
2. CFD formation and payment of formation costs for Tract No. 32515, as identified in Exhibit A, is contingent upon receipt of developer funds. If developer funding is not provided, formation of the CFD will not occur and the not to exceed amount of this Agreement will be reduced from \$73,000.00 to \$58,500.00.
3. 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 Special Districts Division of the Financial and Management Services Department at specialdistricts@moval.org or to the City's point of contact for this project. Calls can be directed to 951.413.3480.

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.



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 16, 2016

TITLE: ACCEPTANCE OF CYCLE 7 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT AND FUNDING APPROPRIATION FOR THE KITCHING STREET SAFETY IMPROVEMENT PROJECT

RECOMMENDED ACTION

Recommendations:

1. Accept the California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP) Cycle 7 grant award of up to \$140,000 in funds for implementing the project entitled "Kitching Street Road Safety Audit."
2. Authorize the Chief Financial Officer to appropriate \$140,000 as revenue and expense in the Capital Projects Reimbursements fund (Fund 2301).
3. Amend the Fiscal Year 15/16 Adopted Capital Improvement Plan to include the Ironwood Avenue Road Safety Audit as a funded project.

SUMMARY

This report requests that City Council accept the \$140,000 HSIP grant award from Caltrans, appropriate funds for the project to conduct a Road Safety Audit and implement eligible recommended improvements on Kitching Street between Sunnymead Boulevard and Alessandro Boulevard, and amend the Fiscal Year 15/16 Adopted Capital Improvement Program to include this project.

DISCUSSION

The Highway Safety Improvement Program was established in 2005 by Federal law as a core Federal-aid program. The program's purpose is to reduce traffic fatalities and serious injuries on public roads.

On July 14, 2015, City Council approved submission of applications for three projects under the HSIP Cycle 7 Call for Projects. The project cited in this staff report was one of the three authorized by Council.

Staff subsequently submitted the project application and in December was notified that the project was selected for implementation.

New for the most recent application cycle was promotion of certain categories of projects which have been found through prior experience to have a particularly beneficial effect; such projects were designated for 100% federal funding. The project cited in this staff report is one such project. Therefore, no local matching funding is required.

The project will fund the hiring of a competitively selected consulting firm to conduct a Road Safety Audit to provide an independent assessment of Kitching Street between Sunnymead Boulevard and Alessandro Boulevard. This assessment, known as a Road Safety Audit, will identify measures that can be taken to improve safety. Measures which are eligible for funding under the terms of the grant will then be implemented as part of the project. Generally, the grant will fund signing, striping, and lighting upgrades. To be eligible for 100% funding, neither roadway widening nor signalization can be included in the project scope of work.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow for implementation of this important safety project.*
2. Do not approve and authorize the recommended actions. *This alternative would delay implementation of this important safety project.*

FISCAL IMPACT

The Cycle 7 HSIP grant for conducting a Road Safety Audit for Kitching Street (Sunnymead Boulevard to Alessandro Boulevard) will provide for reimbursement of up to \$140,000 (100% of project costs). Staff requests that City Council approve appropriation of the entire project budget from Fund 2301 (Capital Projects Reimbursements) for the planning, design, and construction phases of the project. HSIP funds can only be used for transportation safety-related improvements. **There is no impact to the General Fund.**

Proposed Appropriation for Fiscal year 2015/2016:

Category	Fund	Project Number (PN) GL Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	Capital Projects Reimbursements (2301)	GL – 2301-99-99-92301-482020	Rev	\$9,992,855	\$140,000	\$10,132,855
CIP	Capital Projects	GL – 2301-70-76-80008-720199	Exp	\$2,580,000	\$140,000	\$2,720,000

	Reimbursements (2301)	PN – 808 0020-2301-99		\$0	\$140,000	\$140,000
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PROPOSED PROJECT BUDGET:

Proposed Capital Projects Reimbursements Appropriation
(Account No. 2301-70-76-80008) (Project No. 808 0020-2301-99)..... \$140,000

ESTIMATED PROJECT COSTS:

Environmental clearance and design \$25,000
Construction \$100,000
Construction Engineering \$5,000
Project Administration \$10,000
Total \$140,000

ANTICIPATED PROJECT SCHEDULE:

Receive Caltrans Authorization for Design September 2016
Complete Consultant Selection December 2016
Complete Road Safety Audit December 2017
Receive Caltrans Authorization for Construction June 2018
Complete Construction June 2019

NOTIFICATION

Publication of agenda

PREPARATION OF STAFF REPORT

Prepared By:
John Kerenyi
Senior Engineer, P.E.

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

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

CITY COUNCIL GOALS

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

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

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

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/21/16 10:25 AM
City Attorney Approval	<u>✓ Approved</u>	1/29/16 9:34 AM
City Manager Approval	<u>✓ Approved</u>	2/03/16 10:12 AM



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 16, 2016

TITLE: ACCEPTANCE OF CYCLE 7 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT AND FUNDING APPROPRIATION FOR THE IRONWOOD AVENUE SAFETY IMPROVEMENTS PROJECT

RECOMMENDED ACTION

Recommendations:

1. Accept the California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP) Cycle 7 grant award of up to \$350,000 in funds for implementing the project entitled "Ironwood Avenue Road Safety Audit."
2. Authorize the Chief Financial Officer to appropriate \$350,000 as revenue and expense in the Capital Projects Reimbursements fund (Fund 2301).
3. Amend the Fiscal Year 15/16 Adopted Capital Improvement Plan to include the Ironwood Avenue Road Safety Audit as a funded project.

SUMMARY

This report requests that City Council accept the \$350,000 HSIP grant award from Caltrans, appropriate funds for the project to conduct a Road Safety Audit and implement eligible recommended improvements on Ironwood Avenue generally between Lasselle Street and Nason Street, and amend the Fiscal Year 15/16 Adopted Capital Improvement Program to include this project.

DISCUSSION

The Highway Safety Improvement Program was established in 2005 by Federal law as a core Federal-aid program. The program's purpose is to reduce traffic fatalities and serious injuries on public roads.

On July 14, 2015, City Council approved submission of applications for three projects under the HSIP Cycle 7 Call for Projects. The project cited in this staff report was one of the three authorized by Council.

Staff subsequently submitted the project application and in December was notified that the project was selected for implementation.

New for the most recent application cycle was promotion of certain categories of projects which have been found through prior experience to have a particularly beneficial effect; such projects were designated for 100% federal funding. The project cited in this staff report is one such project. Therefore, no local matching funding is required.

The project will fund the hiring of a competitively selected consulting firm to conduct a Road Safety Audit to provide an independent assessment of Ironwood Avenue between Lasselle Street and Nason Street. This assessment, known as a Road Safety Audit, will identify measures that can be taken to improve safety. Measures which are eligible for funding under the terms of the grant will then be implemented as part of the project. Generally, the grant will fund signing, striping, and lighting upgrades. To be eligible for 100% funding, neither roadway widening nor signalization can be included in the project scope of work.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow for implementation of an important safety project.*
2. Do not approve and authorize the recommended actions. *This alternative would delay implementation of an important safety project.*

FISCAL IMPACT

The Cycle 7 HSIP grant for conducting a Road Safety Audit for Ironwood Avenue (Lasselle Street to Nason Street) will provide for reimbursement of up to \$350,000 (100% of project costs). Staff requests that City Council approve appropriation of the entire project budget from Fund 2301 (Capital Projects Reimbursements) for the planning, design, and construction phases of the project. HSIP funds can only be used for transportation safety-related improvements. **There is no impact to the General Fund.**

Proposed Appropriation for Fiscal year 2015/2016:

Category	Fund	Project Number (PN) GL Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	Capital Projects Reimbursements (2301)	GL – 2301-99-99-92301-482020	Rev	\$9,992,855	\$350,000	\$10,342,855

CIP	Capital Projects Reimbursements (2301)	GL – 2301-70-76-80008-720199 PN – 808 0019-2301-99	Exp	\$2,580,000 \$0	\$350,000 \$350,000	\$2,930,000 \$350,000
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PROPOSED PROJECT BUDGET:

Proposed Capital Projects Reimbursements Appropriation
(Account No. 2301-70-76-80008) (Project No. 808 0019-2301-99)..... \$350,000

ESTIMATED PROJECT COSTS:

Environmental clearance and design \$62,500
Construction \$250,000
Construction Engineering \$17,500
Project Administration \$20,000
Total \$350,000

ANTICIPATED PROJECT SCHEDULE:

Receive Caltrans Authorization for Design September 2016
Complete Consultant Selection December 2016
Complete Road Safety Audit December 2017
Receive Caltrans Authorization for Construction June 2018
Complete Construction June 2019

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
John Kerenyi
Senior Engineer, P.E.

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

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

CITY COUNCIL GOALS

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

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

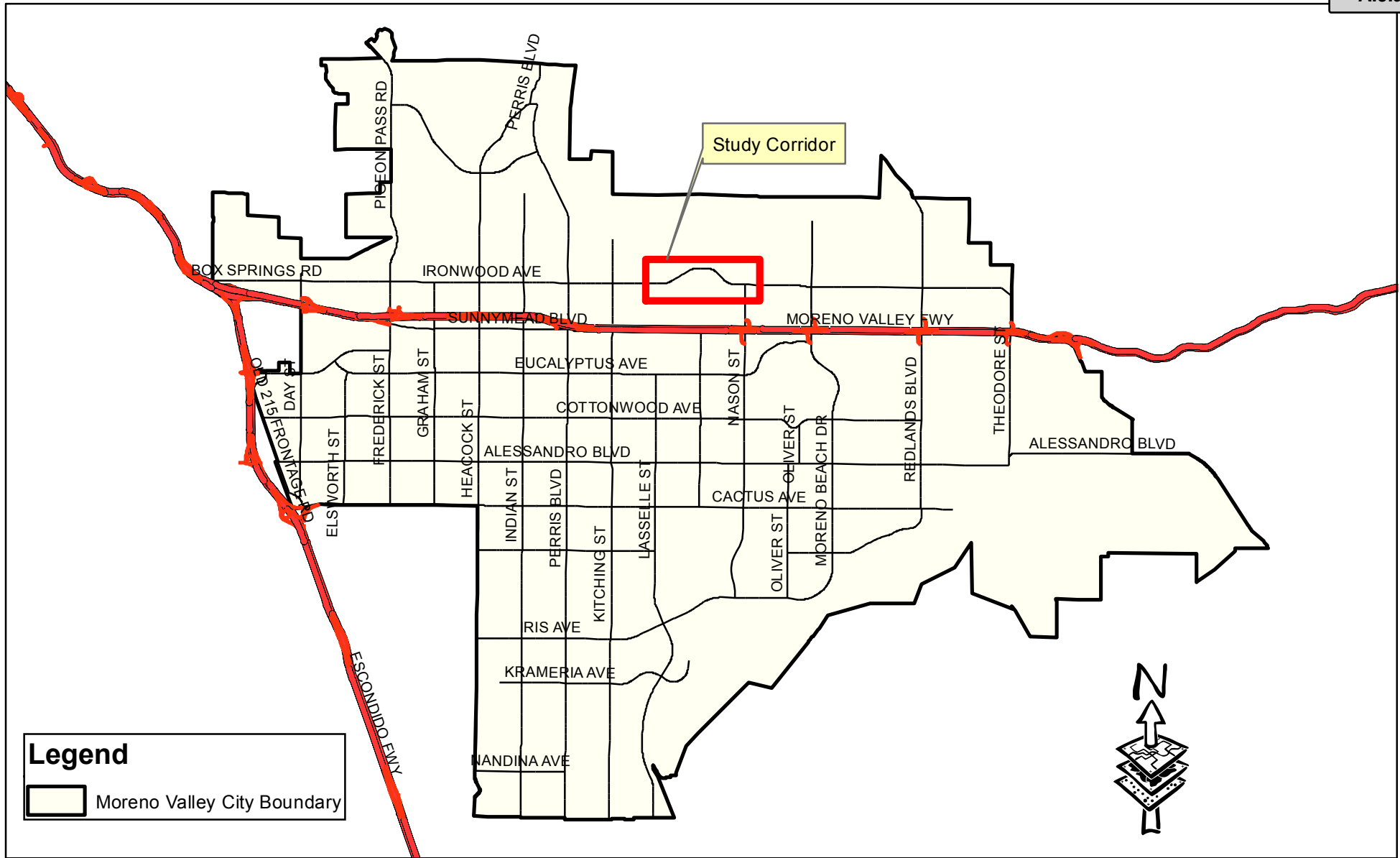
Positive Environment. Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

1. Vicinity map

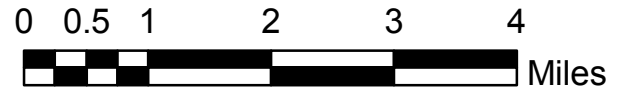
APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/21/16 10:23 AM
City Attorney Approval	<u>✓ Approved</u>	1/29/16 9:33 AM
City Manager Approval	<u>✓ Approved</u>	2/03/16 10:11 AM



Legend
 [Yellow Box] Moreno Valley City Boundary

**Attachment 1:
Vicinity Map**





Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 16, 2016

TITLE: ACCEPTANCE OF CYCLE 7 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT AND FUNDING APPROPRIATION FOR THE ADVANCED DILEMMA ZONE DETECTION AT CERTAIN INTERSECTIONS PROJECT

RECOMMENDED ACTION

Recommendations:

1. Accept the California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP) Cycle 7 grant award of up to \$3,841,900 in funds for implementing the project entitled "Install Advanced Dilemma Zone Detection Systems at 65 Signalized Intersections Citywide."
2. Authorize the Chief Financial Officer to appropriate \$3,841,900 as revenue and expense in the Capital Projects Reimbursements fund (Fund 2301).
3. Amend the Fiscal Year 15/16 Adopted Capital Improvement Plan to include the Install Advanced Dilemma Zone Detection Systems at 65 Signalized Intersections Citywide as a funded project.

SUMMARY

This report requests that City Council accept the \$3.8 million HSIP grant award from Caltrans, appropriate funds for the project to install advanced dilemma zone detection systems at 65 signalized intersections citywide, and amend the Fiscal Year 15/16 Adopted Capital Improvement Program to include this project.

DISCUSSION

The Highway Safety Improvement Program was established in 2005 by Federal law as

a core Federal-aid program. The program's purpose is to reduce traffic fatalities and serious injuries on public roads.

On July 14, 2015, City Council approved submission of applications for three projects under the HSIP Cycle 7 Call for Projects. The project cited in this staff report was one of the three authorized by Council.

Staff subsequently submitted the project application and in December was notified that the project was selected for implementation.

New for the most recent application cycle was promotion of certain categories of projects which have been found through prior experience to have a particularly beneficial effect; such projects were designated for 100% federal funding. The project cited by this staff report is one such project. Therefore, no matching funding is required.

The project will install Advanced Dilemma Zone Detection Systems (ADZDS) at 65 signalized intersections citywide. ADZDS help reduce rear-end collisions and red-light running by extending green lights while vehicles are approaching the intersection. They work by using video and/or radar to track the location and speed of approaching vehicles to avoid ending the green interval if an approaching vehicle would have difficulty deciding whether to stop or go. The project intersections were selected based on documented collision history. The attached vicinity map depicts the project intersections. The project funding covers all phases of implementation, including planning, environmental clearance, design, procurement, installation, and contingencies. Per the provisions of the HSIP grant, the City is required to use its own funds to implement the project and then receive reimbursement progress payments.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow for implementation of this important safety project.*
2. Do not approve and authorize the recommended actions. *This alternative would delay implementation of this important safety project.*

FISCAL IMPACT

The Cycle 7 HSIP grant for the installation of ADZDS systems at 65 signalized intersections will provide for reimbursement of up to \$3,841,900 (100% of project costs). Staff requests that City Council approve appropriation of the entire project budget from Fund 2301 (Capital Projects Reimbursements) for the planning, design, and construction phases of the project. HSIP funds can only be used for transportation safety-related improvements. **There is no impact to the General Fund.**

Proposed Appropriation for Fiscal year 2015/2016:

Category	Fund	Project Number (PN) GL Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	Capital Projects Reimbursements (2301)	GL – 2301-99-99-92301-482020	Rev	\$9,992,855	\$3,841,900	\$13,834,755
CIP	Capital Projects Reimbursements (2301)	GL – 2301-70-76-80008-720199 PN – 808 0018-2301-99	Exp	\$2,580,000 \$0	\$3,841,900 \$3,841,900	\$6,421,900 \$3,841,900

PROPOSED PROJECT BUDGET:

Proposed Capital Projects Reimbursements Appropriation
(Account No. 2301-70-76-80008) (Project No. 808 0018-2301-99)..... \$3,841,900

ESTIMATED PROJECT COSTS:

Environmental clearance and design \$300,000
 Construction \$3,166,900
 Construction Engineering \$300,000
 Project Administration \$75,000
 Total \$3,841,900

ANTICIPATED PROJECT SCHEDULE:

Receive Caltrans Authorization for Design..... September 2016
 Complete Design..... December 2017
 Receive Caltrans Authorization for Construction..... June 2018
 Complete Construction..... June 2019

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
John Kerenyi
Senior Engineer, P.E.

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

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

CITY COUNCIL GOALS

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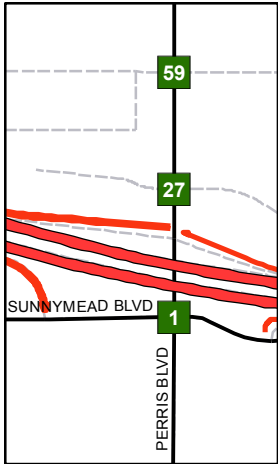
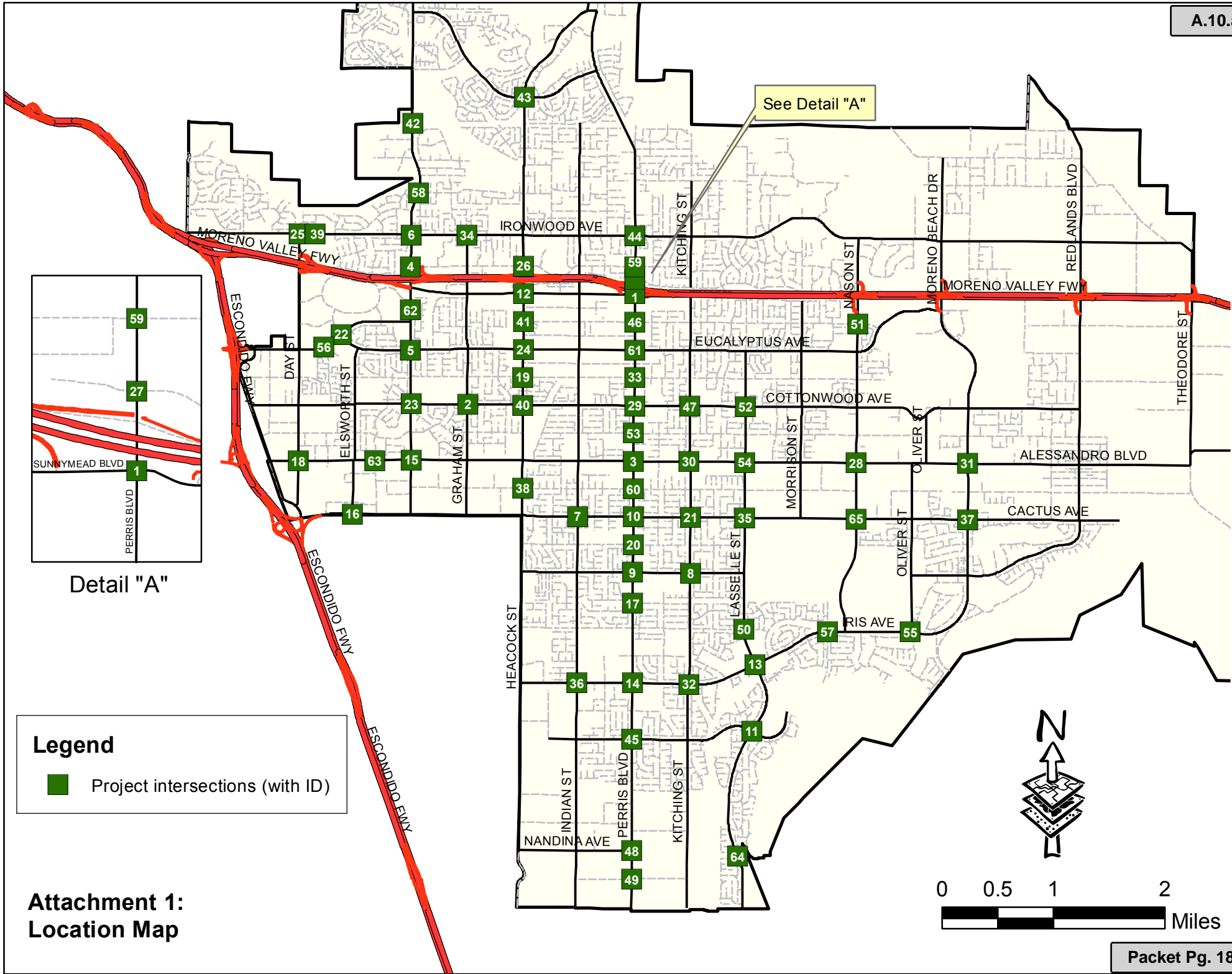
Positive Environment. Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

- 1. Vicinity map

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/21/16 10:20 AM
City Attorney Approval	<u>✓ Approved</u>	1/29/16 9:32 AM
City Manager Approval	<u>✓ Approved</u>	2/03/16 10:10 AM

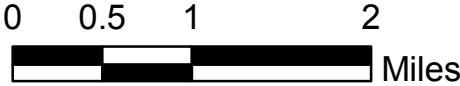


Detail "A"

Legend

- Project intersections (with ID)

**Attachment 1:
Location Map**





Report to City Council

TO: Mayor and City Council

FROM: Terrie Stevens, Administrative Services Director

AGENDA DATE: February 16, 2016

TITLE: LIST OF PERSONNEL CHANGES

RECOMMENDED ACTION

Recommendation:

1. Ratify the list of personnel changes as described.

DISCUSSION

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

FISCAL IMPACT

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

PREPARATION OF STAFF REPORT

Prepared By:
Terrie Stevens
Administrative Services Director

Department Head Approval:
Terrie Stevens
Administrative Services Director

CITY COUNCIL GOALS

None

ATTACHMENTS

1. List of Personnel Changes

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/04/16 9:59 AM
City Attorney Approval	<u>✓ Approved</u>	2/04/16 9:36 AM
City Manager Approval	<u>✓ Approved</u>	2/04/16 10:23 AM

**City of Moreno Valley
Personnel Changes
February 16, 2016**

New Hires

Andrew Cheng
Emergency Operations & Volunteer Services Program Specialist, Fire Department

Promotions

Jesus Flores
From: Maintenance Worker II, Public Works Department
To: Equipment Operator, Public Works Department

Transfers

None

Separations

None



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 16, 2016

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS PROJECT NO. 801 0060

RECOMMENDED ACTION

Recommendations:

1. Award the construction contract to Wheeler Paving, Inc., 8432 63rd Avenue, Riverside, CA 92509, the lowest responsible bidder for the John F. Kennedy Drive Street Improvements Project.
2. Authorize the City Manager to execute a contract with Wheeler Paving, Inc.
3. Authorize the issuance of a Purchase Order to Wheeler Paving, Inc. in the amount of \$221,460.96 (\$184,550.80 bid amount plus 20% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Wheeler Paving, Inc. up to, but not exceeding, the 20% contingency amount of \$36,910.16, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of a contract with Wheeler Paving, Inc. for the construction of the John F. Kennedy Drive Street Improvements Project. The project is funded with Community Development Block Grant (CDBG) funds (Fund 2512). This project has been approved in the Fiscal Year 2015/2016 Capital Improvement Plan (CIP).

DISCUSSION

The project involves the construction of approximately 1,100 feet of street improvements on the south side of John F. Kennedy Drive between Heacock Street and Paige Avenue. This project includes the construction of curb, gutter, sidewalk, access ramps, minor drainage, and related improvements which do not fully exist at this location. The project is in the immediate vicinity of a residential area, John F. Kennedy Memorial Park, a school, March Air Reserve Base and a gas station/mini-mart, and would greatly improve accessibility and enhance safety for commuters and pedestrians. This section of John F. Kennedy Drive is within the CDBG target area and eligible to receive CDBG funds for infrastructure improvements.

The Planning Division of the Community and Economic Development Department determined on August 15, 2014 that this project qualifies for a Class I Categorical Exemption as defined in both Section 15301c of the California Environmental Quality Act (CEQA) and Sections 4.1.B.1.g and 1 of the City’s Rules and Procedures for the Implementation of CEQA. Because of the use of CDBG funds, this project also warrants review under the National Environmental Policy Act (NEPA). The City (as the responsible entity) carried out its responsibilities of environmental review as cited in 24 Code of Federal Regulation (CFR) 58.5 and determined that this project qualified for a Categorical Exclusion pursuant to 24 CFR Part 58.35(a). The project did not require the preparation and dissemination of an environmental impact statement. The City completed the proper noticing to the public that followed all the statutory and regulatory time periods for review and comment as required by 24 CFR 58.43, and 58.55 under 24 CFR 58.7.

Design was completed in FY 2014/2015. Construction funds were applied for and approved on May 12, 2015. The City and the U.S. Department of Housing and Urban Development (HUD) finalized the grant agreement in October 2015.

The Project was advertised for construction bids in November 2015 and formal bidding procedures have been followed in conformance with the Public Contract Code. Bids were received via the electronic bid management system, PlanetBids, on December 22, 2015, and five (5) bids were received as follows:

<u>CONTRACTORS</u>	<u>Verified Bid Amounts</u>
1. Wheeler Paving, Inc.	\$184,550.80
2. Hillcrest Contracting, Inc.	\$197,803.80
3. Eagle Engineering & Development, Inc.	\$208,877.00
4. Roadway Engineering & Contracting, Inc.	\$258,203.50
5. Hardy & Harper, Inc.	\$303,000.00

The lowest responsible bidder was determined by comparing the cumulative total for all bid items as stipulated in the Bidding Documents. Staff has reviewed the bid by Wheeler Paving, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Wheeler Paving, Inc. in their bid.

ALTERNATIVES

- 1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely expenditure of CDBG funds and the construction of the John F. Kennedy Drive Street Improvements will provide accessibility and enhance safety for commuters and pedestrians.*
- 2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in delaying the timely construction of the project and possible loss of CDBG funds.*

FISCAL IMPACT

This project is funded by CDBG funds (Fund 2512). This project is included in the Fiscal Year 2015/2016 CIP. There is no impact to the General Fund.

Wheeler Paving’s bid amount is \$184,550.80. Staff is recommending that the City Council authorize the issuance of a Purchase Order to Wheeler Paving, Inc. for \$221,460.96 which includes a 20% contingency.

The contingency of 20% of the bid amount (\$36,910.16) is recommended to account for any latent or unforeseen circumstances encountered during construction.

AVAILABLE FUNDS FOR CONSTRUCTION:

CDBG funds (Fund 2512)	
(Account No. 2512-70-77-80001, Project No. 801 0060)	<u>\$300,000</u>
Total	<u>\$300,000</u>

ESTIMATED CONSTRUCTION COSTS:

Contractor Construction Costs (Includes Contingency).....	\$221,500.00
Construction Surveying and Geotechnical Services.....	\$39,500.00
Design Support during Construction.....	\$14,000.00
Construction Management and Inspection*.....	<u>\$25,000.00</u>
Total	<u>\$300,000.00</u>

*City staff will provide Construction Management and Inspection Services.

ANTICIPATED PROJECT SCHEDULE:

Construction March 2016 – September 2016

NOTIFICATION

The Contractor will notify potentially affected businesses, as well as law enforcement, the Fire Department, Waste Management of the Inland Empire, the postal service, the school district, and other interests, as required by the project specifications. Construction notification signs on streets within the project vicinity will be installed for the duration of the project.

PREPARATION OF STAFF REPORT

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

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

Concurred By:
Prem Kumar
Deputy Public Works Director/Assistant City Engineer

Concurred by:
Marshall Eyerman
Chief Financial Officer/City Treasurer

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.

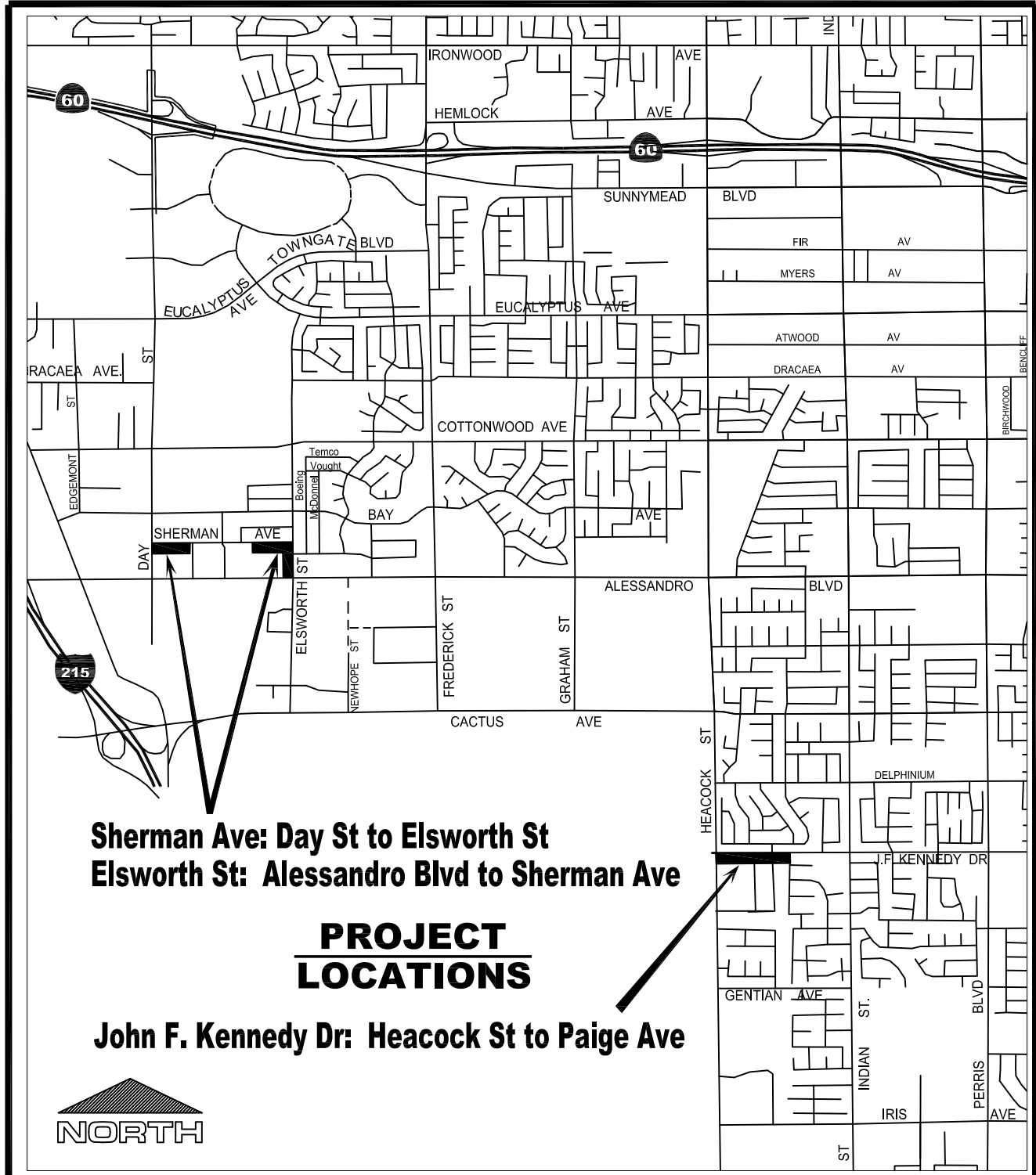
Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood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

ATTACHMENTS

- 1. Location Map
- 2. Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/21/16 10:27 AM
City Attorney Approval	<u>✓ Approved</u>	1/29/16 9:28 AM
City Manager Approval	<u>✓ Approved</u>	2/03/16 9:57 AM



Sherman Ave: Day St to Elsworth St
Elsworth St: Alessandro Blvd to Sherman Ave

**PROJECT
 LOCATIONS**

John F. Kennedy Dr: Heacock St to Paige Ave



LOCATION MAP

Public Works Department Capital Projects Division	ELSWORTH STREET AND SHERMAN AVENUE SIDEWALK IMPROVEMENTS PROJECT NO. 801 0059
ATTACHMENT 1	JOHN F. KENNEDY DRIVE IMPROVEMENTS PROJECT NO. 801 0060

Attachment: Location Map (1801) : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE JOHN F. KENNEDY DRIVE STREET

Agreement No. _____

AGREEMENT**PROJECT NO. 801 0060****JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS
THE SOUTH SIDE OF JOHN F. KENNEDY DRIVE FROM HEACOCK STREET TO PAIGE
AVENUE**

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

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

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. Governmental approvals, including, but not limited to, permits required for the Work
- B. Any and all Contract Change Orders issued after execution of this Agreement
- C. This Agreement
- D. Addenda Nos. N/A inclusive, issued prior to the opening of the Bids
- E. Federal Provisions and Requirements
- F. Any Federal Certifications, documentation and reports as required, including but not limited to Contractor's Certification on Federal Contract Requirements, Certification of Nonsegregated Facilities, Certification of Equal Employment Opportunity, Race and Ethnic Data Reporting Form.
- G. City Special Provisions, including the General Provisions and Technical Provisions
- H. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- I. Reference Specifications/Reference Documents other than those listed in paragraph 2, below.
- J. Project Plans
- K. City Standard Plans
- L. Caltrans Standard Plans
- M. Other Agency Standard Plans
 - M-1 Eastern Municipal Water District Standard Plans
 - M-2 Standard Plans For Public Works Construction
- N. The bound Bidding Documents
- O. Contractor's Labor and Materials Payment Bond
- P. Contractor's Faithful Performance Bond
- Q. Contractor's Certificates of Insurance and Additional Insured Endorsements
- R. Contractor's Bidder's Proposal, Subcontractor and Material Supplier Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on

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the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

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

A. Geotechnical Boring and Trench Logs

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

4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is One Hundred Eighty Four Thousand, Five Hundred Fifty and 80/100 Dollars (\$184,550.80) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

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

5. CONTRACT TIME.

A. **Initial Notice to Proceed.** After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **Fifty (50) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials within **Ten (10) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

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

- Submitting and obtaining approval of 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 Bidding Documents
- Completion of all pre-construction activities under Environmental Mitigations

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

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

6. LIQUIDATED DAMAGES AND CONTROL OF WORK.

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

In the event that Contractor fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$710.00 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. **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.

6.3. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section 2-11 of the Special Provisions.

7. INSURANCE.

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

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), 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

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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 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.

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.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. General. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;

- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 11. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because

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the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. Intent of Parties Regarding Scope of Indemnity. It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. Waiver of Indemnity Rights Against Indemnitees. With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

10.7. No Limitation or Waiver of Rights. Contractor's obligations under this Paragraph 11 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. Withholding to Secure Obligations. In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of

the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. Survival of Indemnity Obligations. Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. FEDERAL REQUIREMENTS. If the Contractor or Subcontractor is performing work on Section 3, Housing and Urban Development Act of 1968, projects for which the amount of the assistance exceeds \$200,000 and the contract or subcontract exceeds \$100,000:

11.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

11.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

11.3 The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

11.4 The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

11.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

11.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

11.7 With respect to work performed in connection with Section 3 covered Indian housing

Standard Form of Agreement
00500-11

assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

12. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement (1801 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE JOHN F. KENNEDY DRIVE STREET

City of Moreno Valley
Project No. 801 0060

CITY OF MORENO VALLEY, Municipal Corporation

Wheeler Paving, Inc.

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>	
APPROVED AS TO LEGAL FORM:	
_____	_____
City Attorney	
_____	_____
Date	
RECOMMENDED FOR APPROVAL:	
_____	_____
Public Works Director/City Engineer	
_____	_____
Date	
_____	_____
Chief Financial Officer/City Treasurer	
_____	_____
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 (1801) : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE JOHN F. KENNEDY DRIVE STREET

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

DESCRIPTION OF THE ATTACHED DOCUMENT

BIDDER'S BOND SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must 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.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Agreement (1801) : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE JOHN F. KENNEDY DRIVE STREET

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

form HUD-92010 (3-2006)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be

canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity

Firm Name and Address	By
-----------------------	----

Attachment: Agreement (1801 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE JOHN F. KENNEDY DRIVE STREET

Title

Attachment: Agreement (1801 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE JOHN F. KENNEDY DRIVE STREET

clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.
- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoke s provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:
 - (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000;
 - (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;
 - (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;
 - (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and
 - (5) Contracts and subcontracts for an indefinite quantity which are not to extend for ore than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

CONTRACTOR’S SECTION 3 AFFIRMATIVE ACTION PLAN

PROJECT NO. 801 0060

**JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS
THE SOUTH SIDE OF JOHN F. KENNEDY DRIVE FROM HEACOCK STREET TO
PAIGE AVENUE**

The undersigned contractor agrees to implement the following affirmative action steps directed at increasing the utilization of lower-income residents and business concerns located within the City of Moreno Valley.

1. Take affirmative action to ensure that employees or applicants for employment or training are not discriminated against because of race, color, religion, sex, or national origin.
2. Send a notice of Contractor’s Section 3 commitment to each labor organization or representative of workers, and post a copy of the notice at a conspicuous place available to employees and applicants for employment or training.
3. To the greatest extent feasible, make a good faith effort to recruit for employment or training lower-income residents from the city, and to award contracts to business concerns which are located in or owned in substantial part by persons residing in the city through use of: Local advertising media, signs placed at the project site, and notification to community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, U.S. Employment Service, Chamber of Commerce, labor unions, trade associations, and business concerns.
4. Maintain a file of all low-income area residents who applied for employment or training either on their own or on referral from any source, and the action taken with respect to each area resident.
5. Maintain a file of all business concerns located in the city who submitted a bid for work on the project, and the action taken with respect to each bid.
6. Maintain records, including copies of correspondence, memoranda, etc., which document that affirmative action steps have been taken.
7. Incorporate the Section 3 clause provisions in all subcontracts, and require subcontractors to submit a Section 3 Affirmative Action Plan.
8. List project work force needs for the project by occupation, trade, skill level, and number of positions on the work force profile forms.
9. List information related to subcontracts to be awarded.

Dated: _____ Signed: _____
 Name: _____
 Title: _____

Contractor’s Section 3 Affirmative Action Plan
00502

Attachment: Agreement (1801 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE JOHN F. KENNEDY DRIVE STREET

NOTICE of SECTION 3 COMMITMENT

PROJECT NO. 801 0060

**JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS
THE SOUTH SIDE OF JOHN F. KENNEDY DRIVE FROM HEACOCK STREET TO
PAIGE AVENUE**

TO: _____
(Name of Labor Union, Worker's Representative, etc.)

(Address)

The undersigned currently holds a contract with the City of Moreno Valley involving Community Development Block Grant funds from the U.S. Department of Housing and Urban Development, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obliged, to the greatest extent feasible, to give opportunities for employment and training to lower-income persons residing within the city where the project is located, and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by persons residing in the city.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968.

A copy of this notice will be posted by the undersigned in a conspicuous place available to employees or applicants for employment.

Dated: _____ Signed: _____

Name: _____

Title: _____

Attachment: Agreement (1801 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE JOHN F. KENNEDY DRIVE STREET

Race and Ethnic Data Reporting Form

U.S. Department of Housing and Urban Development
Office of Administration

City of Moreno Valley
Project No. 801 0060
OMB Approval No. 2535-0113
form HUD-27061

Program Title: _____

Grantee/Recipient Name: _____

Grantee Reporting Organization: _____

Reporting Period From (mm/dd/yyyy): _____ To (mm/dd/yyyy): _____

Racial Categories	Total Number of Race Responses	Total Number of Hispanic or Latino Responses
American Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
American Indian or Alaska Native <i>and</i> White		
Asian <i>and</i> White		
Black or African American <i>and</i> White		
American Indian or Alaska Native <i>and</i> Black or African American		
* Other multiple race combinations greater than one percent: [Per the form instructions, write in a description using the box on the right]		
Balance of individuals reporting more than one race		
Total:		
* If the aggregate count of any reported multiple race combination that is not listed above exceeds 1% of the total population being reported, you should separately indicate the combination. See detailed instructions under "Other multiple race combinations."		

Public reporting burden for this collection is estimated to average 1.15 hours per response, including the time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the information collection instrument. HUD may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Instructions for the Race and Ethnic Data Reporting form (HUD-27061)**A. General Instructions:**

This form is intended to be used by two categories of respondents: (1) applicants requesting funding from the Department of Housing and Urban Development (HUD); and (2) organizations who receive HUD Federal financial assistance that are required to report race and ethnic information.

In compliance with OMB direction to revise the standards for collection of racial data, HUD has revised its standards as depicted on this form. The revised standards are designed to acknowledge the growing diversity of the U.S. population. Using the revised standards, HUD offers organizations that are responding to HUD data requests for racial information, the option of selecting one or more of nine racial categories to identify the racial demographics of the individuals and/or the communities they serve, or are proposing to serve. HUD's collection of racial data treats ethnicity as a separate category from race and has changed the terminology for certain racial and ethnic groups from the way it has been requested in the past using two distinct ethnic categories. The revised definitions of ethnicity and race have been standardized across the Federal government and are provided below.

1. The two ethnic categories as revised by the Office of Management and Budget (OMB) are defined below.

Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

Not Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories as revised by Office of Management and Budget are defined below:

American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."

Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Note: The information required to be reported may be collected and submitted to HUD via the use of this form or by other means, such as summary reports or via electronic reporting mechanisms. The primary goal to be achieved is the provision of the summary racial and ethnic data of the population(s) proposed to be served or that is being served by your organization in a consistent manner across all HUD programs.

B. Specific Instructions for Completing the Form:

Organizations using this form should collect the individual responses from the community of individuals you intend to serve or those that you are serving, as applicable. After the individual collections are gathered, you should report (via this form or by the use of other means such as

City of Moreno Valley
Project No. 801 0060

electronic reports that provide the summary data required by this form) the aggregate totals of the racial and ethnic data that you collect via the applicable categories as described below:

Total Number of Racial Responses: Under this column you should indicate the total number of responses collected in the blocks next to the applicable categories.

Total Number of Hispanic or Latino Responses: Under this column you should indicate the total number of responses collected in the blocks next to the applicable racial categories (e.g., you would enter the total number of Asian respondents that indicated they are Hispanic or Latino). When collecting this information from beneficiaries of the Federal financial assistance all respondents should be required to indicate their ethnic category, which requires either a “yes” or “no” response.

Other Multiple Race Combinations: Next to this racial category, indicate all racial categories (if any) identified by respondents that do not fit one of the five single race categories or four double race combinations above, and which have a total count that exceeds one percent of the total population being reported. You must identify each such racial combination, including the actual count, the percentage of the total population (in parenthesis), and actual Hispanic or Latino count.

For example, if you obtain data that indicates that the total population being served is 200 and includes 10 Native Hawaiian or Other Pacific Islander and White and 12 Native Hawaiian or Other Pacific Islander and Asian, and those numbers (of Native Hawaiian or Other Pacific Islander and White and Native Hawaiian or Other Pacific Islander and Asian) each equates to more than one percent of the total population being served, and 2 of the Native Hawaiian or Other Pacific Islander and White indicate they belong to the Hispanic/Latino ethnic category and 3 of the Native Hawaiian or Other Pacific Islander and Asian indicate they belong to the Hispanic/Latino ethnic category, you should complete the form as follows:

Racial Categories	Total Number of Race Responses	Total Number of Hispanic or Latino Responses
* Other multiple race combinations: [Per the form instruction, write in a description using the box on the right]	Native Hawaiian or Other Pacific Islander AND White 10 (5%)	2
	Native Hawaiian or Other Pacific Islander AND Asian 12 (6%)	3

How the percentage should be applied will vary by program depending on whether the program is required to provide data on the total community, or on the beneficiaries/individuals that are being served or that are proposed to be served.

Balance of individuals reporting more than one race: This block is intended to capture the balance of any racial categories that are not included in the list of nine above, and are not included under “**Other multiple race combinations greater than one percent.**” Indicate the total number of all racial categories reported that do not fit the nine racial categories above, and do not equate to one percent of the total population being reported. Be sure to also indicate the total number of all related Hispanic or Latino responses.

Total: On the last row of the form you should indicate the aggregate totals of all the information you have gathered including the total of all racial categories and the total of all the Hispanic or Latino categories.

Section 3 – HUD Act of 1968

City of Moreno Valley
Project No. 801 0060

WORK FORCE PROFILE

	Total Employees	A	B	C	D	E	F	G	H	I	J
Office/Administrators											
Professionals											
Technicians											
Protective Services											
Para-Professionals											
Office/Clerical											
Skilled Crafts											
Service/Maintenance											
TOTAL											

PERCENTAGES (Rounded to nearest tenth)

		A	B	C	D	E	F	G	H	I	J
Office/Administrators											
Professionals											
Technicians											
Protective Services											
Para-Professionals											
Office/Clerical											
Skilled Crafts											
Service/Maintenance											
TOTAL											

A - White Male D - Asian American Male G - Black Female J - American Indian Female Total Minorities Employed:
 B - Black Male E - American Indian Male H - Hispanic Female
 C - Hispanic Male F - White Female I - Asian American Female Percent of Work Force:

Work Force Profile Forms

Attachment: Agreement (1801 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE

Section 3 – HUD Act of 1968

City of Moreno Valley
 Project No. 801 0060

COMBINED WORK FORCE PROFILE

EEO-4 CATEGORY	TOTAL	WHITE	BLACK	HISPANIC	ASIAN AMERICAN	AMERICAN INDIAN	WOMEN
Official/Administrators							
Professionals							
Technicians							
Protective Services							
Para-Professionals							
Office/Clerical							
Skilled Crafts							
Service/Maintenance							
TOTAL							

PERCENTAGES

EEO-4 CATEGORY	WHITE	BLACK	HISPANIC	ASIAN AMERICAN	AMERICAN INDIAN	WOMEN
Official/Administrators						
Professionals						
Technicians						
Protective Services						
Para-Professionals						
Office/Clerical						
Skilled Crafts						
Service/Maintenance						
TOTAL						

Attachment: Agreement (1801 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE

Section 3 – HUD Act of 1968

City of Moreno Valley
Project No. 801 0060

COMBINED WORK FORCE PROFILE (continued)

UTILIZATIONS

Computed using Riverside County Population statistics

	WHITE	BLACK	HISPANIC	COMBINED ASIAN AMERICAN AND AMERICAN INDIAN	WOMEN
Official/Administrators					
Professionals					
Technicians					
Protective Services					
Para-Professionals					
Office/Clerical					
Skilled Crafts					
Service/Maintenance					
TOTAL					

Attachment: Agreement (1801 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE

Section 3 – HUD Act of 1968

City of Moreno Valley
Project No. 801 0060

NEW HIRES

EEO-4 CATEGORY	# OF HIRES	A	B	C	D	E	F	G	H	I	J	TOTAL % MINORITY	TOTAL FEMALE
Official/Administrators													
Professionals													
Technicians													
Protective Services													
Para-Professionals													
Office/Clerical													
Skilled Crafts													
Service/Maintenance													
TOTAL													

A - White Male D - Asian American Male G - Black Female J - American Indian Female
 B - Black Male E - American Indian Male H - Hispanic Female
 C - Hispanic Male F - White Female I - Asian American Female

	NUMBER OF HIRES	PERCENTAGE
White		
Black		
Hispanics		
Asian American		
American Indian		
TOTAL		
TOTAL MINORITIES		

Attachment: Agreement (1801 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE

Section 3 – HUD Act of 1968

City of Moreno Valley
 Project No. 801 0060

TERMINATIONS

EEO-4 CATEGORY	# OF TERMINATIONS	A	B	C	D	E	F	G	H	I	J	TOTAL % MINORITY	TOTAL FEMALE
Official/Administrators													
Professionals													
Technicians													
Protective Services													
Para-Professionals													
Office/Clerical													
Skilled Crafts													
Service/Maintenance													
TOTAL													

A - White Male D - Asian American Male G - Black Female J - American Indian Female
 B - Black Male E - American Indian Male H - Hispanic Female
 C - Hispanic Male F - White Female I - Asian American Female

	NUMBER OF TERMINATIONS	PERCENTAGE
White		
Black		
Hispanics		
Asian American		
American Indian		
TOTAL		
TOTAL MINORITIES		

Attachment: Agreement (1801 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE

Section 3 – HUD Act of 1968

City of Moreno Valley
 Project No. 801 0060

PROMOTIONS

EEO-4 CATEGORY	# OF PROMOTIONS	A	B	C	D	E	F	G	H	I	J	TOTAL % MINORITY	TOTAL FEMALE
Official/Administrators													
Professionals													
Technicians													
Protective Services													
Para-Professionals													
Office/Clerical													
Skilled Crafts													
Service/Maintenance													
TOTAL													

- A - White Male D - Asian American Male G - Black Female J - American Indian Female
- B - Black Male E - American Indian Male H - Hispanic Female
- C - Hispanic Male F - White Female I - Asian American Female

	NUMBER OF PROMOTIONS	PERCENTAGE
White		
Black		
Hispanics		
Asian American		
American Indian		
TOTAL		
TOTAL MINORITIES		

Attachment: Agreement (1801 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE

CONTRACTOR'S BONDS

Attachment: Agreement (1801 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE JOHN F. KENNEDY DRIVE STREET

City of Moreno Valley
Project No. 801 0060

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 801 0060

**JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS
THE SOUTH SIDE OF JOHN F. KENNEDY DRIVE FROM HEACOCK STREET TO PAIGE AVENUE**

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. 801 0060**, 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.

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 (1801 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE JOHN F. KENNEDY DRIVE STREET

BOND NO. _____

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

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20_____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

Attachment: Agreement (1801) : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE JOHN F. KENNEDY DRIVE STREET

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

DESCRIPTION OF THE ATTACHED DOCUMENT

BIDDER'S BOND SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must 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.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Agreement (1801) : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE JOHN F. KENNEDY DRIVE STREET

City of Moreno Valley
Project No. 801 0060

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 801 0060

**JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS
THE SOUTH SIDE OF JOHN F. KENNEDY DRIVE FROM HEACOCK STREET TO PAIGE AVENUE**

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. 801 0060**, 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 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.

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 (1801) : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE JOHN F. KENNEDY DRIVE STREET

BOND NO. _____

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

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

Attachment: Agreement (1801) : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE JOHN F. KENNEDY DRIVE STREET

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 appears above in the notary section or a separate acknowledgment form must 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.

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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- 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

BIDDER'S 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 (1801) : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE JOHN F. KENNEDY DRIVE STREET

**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).

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

City Attorney	

Date	
RECOMMENDED FOR APPROVAL:	

Public Works Director/City Engineer <i>(if contract exceeds \$15,000)</i>	

Date	

Chief Financial Officer/City Treasurer	

Date	

City of Moreno Valley

BY: _____

TITLE: _____

Date

Contractor/Consultant Name

BY: _____

TITLE: _____

(Select only one please)
(President or Vice President)

Date

BY: _____

TITLE: _____

(Corporate Secretary)

Date



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 16, 2016

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE ELSWORTH STREET AND SHERMAN AVENUE STREET IMPROVEMENTS PROJECT NO. 801 0059

RECOMMENDED ACTION

Recommendations:

1. Award the construction contract to Leonida Builders Inc., 1822-A E Route 66 #401, Glendora, CA 91740, the lowest responsible bidder for the Elsworth Street and Sherman Avenue Street Improvements Project.
2. Authorize the City Manager to execute a contract with Leonida Builders. Inc.
3. Authorize the issuance of a Purchase Order to Leonida Builders Inc. in the amount of \$263,450.00 (\$239,500.00 bid amount plus 10% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Leonida Builders Inc. up to, but not exceeding, the 10% contingency amount of \$23,950.00, subject to the approval of the City Attorney.
5. Approve budget adjustments to the budget as set forth in the Fiscal Impact section of this report.

SUMMARY

This report recommends approval of a contract with Leonida Builders, Inc. for the construction of the Elsworth Street and Sherman Avenue Street Improvements Project. The project is funded with Community Development Block Grant (CDBG) funds (Fund

2512). This project has been approved in the Fiscal Year 2015/2016 Capital Improvement Plan.

DISCUSSION

The project involves the construction of approximately 1,765 feet of sidewalk, curb, gutter, and related work on the west side of Elsworth Street from Alessandro Boulevard to Sherman Avenue, and on the south side of Sherman Avenue, from Elsworth Street to 580 feet west and from Day Street to Pepper Street. The purpose of this project is to provide the necessary improvements that include curb, gutter, access ramps, and sidewalk. These improvements currently do not fully exist thus affecting the accessibility for pedestrians. Completion of this project will enhance safety and accessibility for commuters and pedestrians as well as provide aesthetic improvements. The project is within the documented CDBG target area and is eligible to receive CDBG funds for infrastructure improvements.

The Planning Division of the Community and Economic Development Department determined on August 15, 2014 that this project qualifies for a Class I Categorical Exemption as defined in both Section 15301c of the California Environmental Quality Act (CEQA) and Sections 4.1.B.1.g and 1 of the City’s Rules and Procedures for the Implementation of CEQA. Because of the use of CDBG funds, this project also warrants review under the National Environmental Policy Act (NEPA). The City (as the responsible entity) carried out its responsibilities of environmental review as cited in 24 Code of Federal Regulation (CFR) 58.5 and determined that this project qualified for a Categorical Exclusion pursuant to 24 CFR Part 58.35(a). The project did not require the preparation or dissemination of an environmental impact statement. The City completed the proper noticing to the public that followed all the statutory and regulatory time periods for review and comment as required by 24 CFR 58.43, and 58.55 under 24 CFR 58.7.

Design was completed in FY 2014/2015. Construction funds were applied for and approved on May 12, 2015. The City and the U.S. Department of Housing and Urban Development (HUD) finalized the grant agreement in October 2015.

The Project was advertised for construction bids in November 2015 and formal bidding procedures have been followed in conformance with the Public Contract Code. Bids were received via the electronic bid management system, PlanetBids, on December 30, 2015, and seven (7) bids were received as follows:

<u>CONTRACTORS</u>	<u>Verified Bid Amounts</u>
1. Leonida Builders, Inc.	\$239,500.00
2. Wheeler Paving, Inc.	\$283,625.60
3. All American Asphalt..	\$298,663.25
4. Roadway Engineering & Contracting, Inc.	\$329,914.80

5.	Hillcrest Contracting, Inc.....	\$344,722.00
6.	EBS General Engineering, Inc.....	\$421,202.00
7.	Hardy & Harper, Inc.....	\$456,000.00

The lowest responsible bidder was determined by comparing the cumulative total for all bid items as stipulated in the Bidding Documents. Staff has reviewed the bid by Leonida Builders, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Leonida Builders, Inc. in their bid.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely expenditure of CDBG funds and the construction of the Elsworth Street and Sherman Avenue Street Improvements will provide accessibility and enhance safety for commuters and pedestrians.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in delaying the timely construction of the project and possible loss of CDBG funds.*

FISCAL IMPACT

This project is funded by CDBG funds (Fund 2512). An additional allocation of \$20,000 is needed as the existing budget is not sufficient to cover expected construction related costs. This project is included in the Fiscal Year 2015/2016 CIP. There is no impact to the General Fund.

Leonida Builders' bid amount is \$239,500.00. Staff is recommending that the City Council authorize the issuance of a Purchase Order to Leonida Builders, Inc. for \$263,450.00 which includes a 10% contingency.

The contingency of 10% of the bid amount (\$23,950.00) is recommended to account for any latent or unforeseen circumstances encountered during construction.

AVAILABLE FUNDS FOR CONSTRUCTION:

CDBG funds (Fund 2512)	
(Account No. 2512-70-77-80001, Project No. 801 0059)	\$322,000
Unallocated CDBG funds	<u>\$20,000</u>
Total	\$342,000

ESTIMATED CONSTRUCTION COSTS:

Contractor Construction Costs (Includes Contingency).....	\$264,000.00
Construction Surveying and Geotechnical Services.....	\$45,000.00
Design Support Services During Construction	\$13,000.00
Construction Management and Inspection*.....	<u>\$20,000.00</u>

Total \$342,000.00
 *City staff will provide Construction Management and Inspection Services.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 15/16 Budget	Proposed Adjustments	FY 15/16 Amended Budget
Reimbursement from HUD	CDBG	2512-99-99-92512-485000	Rev	\$3,558,619	\$20,000	\$3,578,619
Capital Projects CDBG Funds	CDBG	2512-70-77-80001-720199 Sherman/Elsworth St. Imp. Proj. No. 801 0059-2512-99	Exp	\$812,009 \$322,009	\$20,000 \$20,000	\$832,009 \$342,009

ANTICIPATED PROJECT SCHEDULE:

Construction Contract March 2016 – September 2016

NOTIFICATION

The Contractor will notify potentially affected businesses, as well as law enforcement, the Fire Department, Waste Management of the Inland Empire, the postal service, the school district, and other interests, as required by the project specifications. Construction notification signs on streets within the project vicinity will be installed for the duration of the project.

PREPARATION OF STAFF REPORT

Prepared By:
 Margery Lazarus
 Senior Engineer

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

Concurred By:
 Prem Kumar
 Deputy Public Works Director/Assistant City Engineer

Concurred By:
 Marshall Eyerman
 Chief Financial Officer/City Treasurer

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.

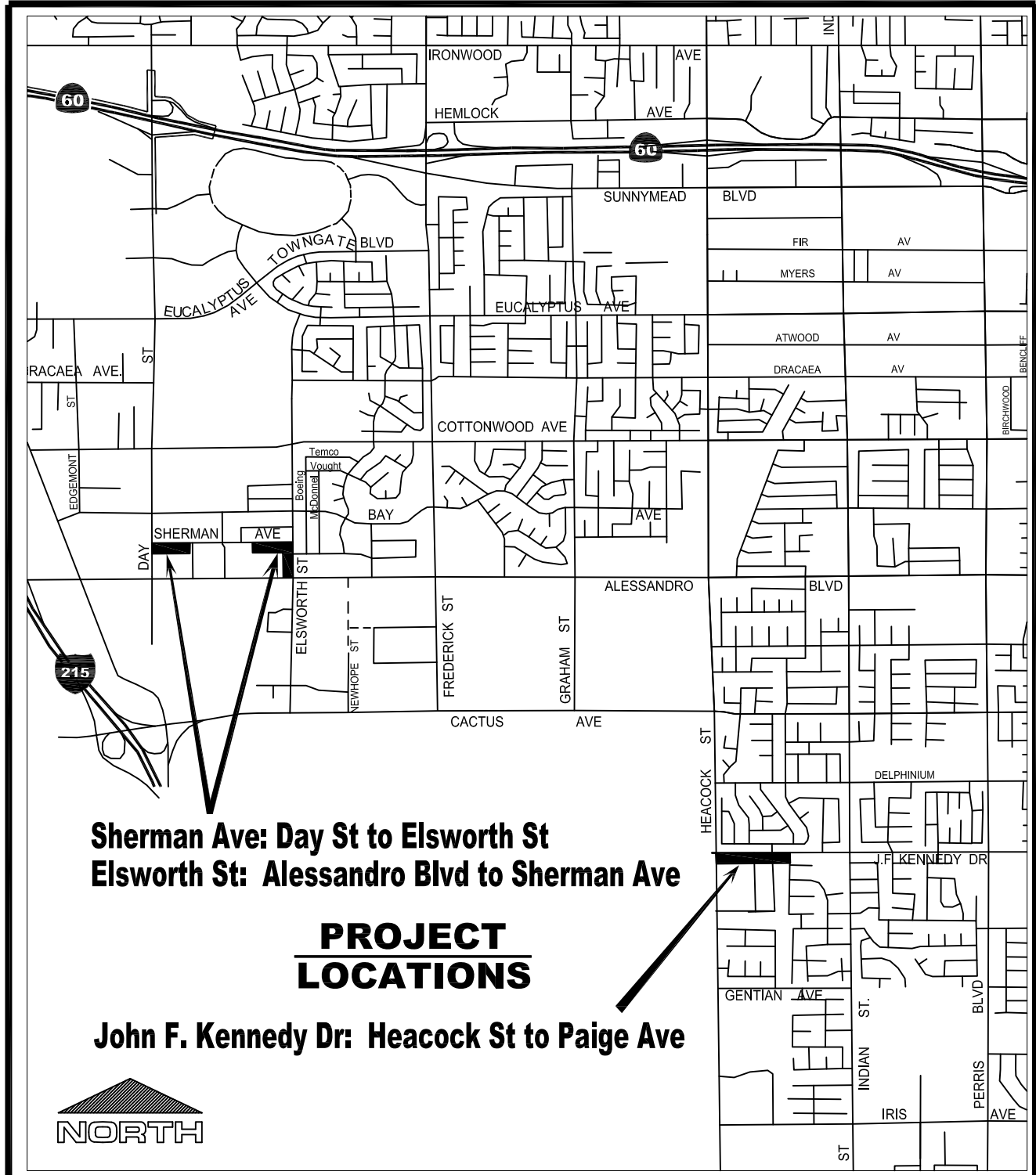
Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood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

ATTACHMENTS

1. Location Map
2. Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/01/16 11:30 AM
City Attorney Approval	<u>✓ Approved</u>	1/29/16 9:26 AM
City Manager Approval	<u>✓ Approved</u>	2/03/16 9:51 AM



Sherman Ave: Day St to Elsworth St
Elsworth St: Alessandro Blvd to Sherman Ave

**PROJECT
 LOCATIONS**

John F. Kennedy Dr: Heacock St to Paige Ave



LOCATION MAP	
Public Works Department Capital Projects Division <hr/> ATTACHMENT 1	ELSWORTH STREET AND SHERMAN AVENUE SIDEWALK IMPROVEMENTS PROJECT NO. 801 0059 JOHN F. KENNEDY DRIVE IMPROVEMENTS PROJECT NO. 801 0060

Attachment: Location Map (1800 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE ELSWORTH STREET AND SHERMAN

Agreement No. _____

AGREEMENT

PROJECT NO. 801 0059

ELSWORTH STREET AND SHERMAN AVENUE STREET IMPROVEMENTS

The west side of Elsworth Street from Alessandro Boulevard to Sherman Avenue, and along the south side of Sherman Avenue west for approximately 600 L.F and also along Sherman Avenue from Pepper Street to Day Street

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

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

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. Governmental approvals, including, but not limited to, permits required for the Work
- B. Any and all Contract Change Orders issued after execution of this Agreement
- C. This Agreement
- D. Addenda Nos. N/A inclusive, issued prior to the opening of the Bids
- E. Federal Provisions and Requirements
- F. Any Federal Certifications, documentation and reports as required, including but not limited to Contractor's Certification on Federal Contract Requirements, Certification of Nonsegregated Facilities, Certification of Equal Employment Opportunity, Race and Ethnic Data Reporting Form.
- G. City Special Provisions, including the General Provisions and Technical Provisions
- H. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- I. Reference Specifications/Reference Documents other than those listed in paragraph 2, below.
- J. Project Plans
- K. City Standard Plans
- L. Edgemont Community Services District Standard Drawings
- M. The bound Bidding Documents
- N. Contractor's Labor and Materials Payment Bond
- O. Contractor's Faithful Performance Bond
- P. Contractor's Certificates of Insurance and Additional Insured Endorsements
- Q. Contractor's Bidder's Proposal, Subcontractor and Material Supplier Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on

Attachment: Agreement (1800) : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE ELSWORTH STREET AND SHERMAN

the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

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

A. Geotechnical Boring and Trench Logs

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

4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is Two Hundred Thirty-Nine Thousand Five Hundred and 00/100 Dollars (\$239,500.00) ("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. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **Sixty Four (64) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials within **Ten (10) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

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

- Submitting and obtaining approval of 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 Bidding Documents
- Completion of all pre-construction activities under Environmental Mitigations

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

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

6. LIQUIDATED DAMAGES AND CONTROL OF WORK.

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to order all materials in accordance with the Notice to Proceed with Order of Materials and/or [use if the project is for storm drains, traffic signal or any project requiring lead-time for ordering materials], 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 [use if the project is for storm drains, traffic signal or any project requiring lead-time for ordering materials] fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$640.00 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. **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.

6.3. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section 2-11 of the Special Provisions.

7. INSURANCE.

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

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), 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 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.

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

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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.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. General. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;

- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnatee, 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 Indemnatee'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 Indemnatee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 11. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any

Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. Independent Defense Obligation. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. Intent of Parties Regarding Scope of Indemnity. It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. Waiver of Indemnity Rights Against Indemnitees. With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

10.7. No Limitation or Waiver of Rights. Contractor's obligations under this Paragraph 11 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements

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imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. **FEDERAL REQUIREMENTS.** If the Contractor or Subcontractor is performing work on Section 3, Housing and Urban Development Act of 1968, projects for which the amount of the assistance exceeds \$200,000 and the contract or subcontract exceeds \$100,000:

11.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

11.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

11.3 The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

11.4 The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

11.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR

part 135.

11.6 Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

11.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

12. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement (1800 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE ELSWORTH STREET AND SHERMAN

CITY OF MORENO VALLEY, Municipal Corporation

Leonida Builders, Inc.

BY: _____
City Manager

License No./
Classification:

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>	
APPROVED AS TO LEGAL FORM:	
_____	_____
City Attorney	
_____	_____
Date	
RECOMMENDED FOR APPROVAL:	
_____	_____
Public Works Director/City Engineer <i>(if contract exceeds \$15,000)</i>	
_____	_____
Date	
_____	_____
Chief Financial Officer/City Treasurer	
_____	_____
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 (1800) : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE ELSWORTH STREET AND SHERMAN

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

DESCRIPTION OF THE ATTACHED DOCUMENT

BIDDER'S BOND SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must 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.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Agreement (1800) : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE ELSWORTH STREET AND SHERMAN

**Equal Employment
 Opportunity Certification**
 Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing
 and Urban Development**
 Office of Housing
 Federal Housing Commissioner

form HUD-92010 (3-2006)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be

canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity

Firm Name and Address

By
Title

Attachment: Agreement (1800 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE ELSWORTH STREET AND SHERMAN

clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.
- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:
 - (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000;
 - (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;
 - (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;
 - (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and
 - (5) Contracts and subcontracts for an indefinite quantity which are not to extend for ore than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

CONTRACTOR’S SECTION 3 AFFIRMATIVE ACTION PLAN

PROJECT NO. 801 0059

ELSWORTH STREET AND SHERMAN AVENUE STREET IMPROVEMENTS

The west side of Elsworth Street from Alessandro Boulevard to Sherman Avenue, and along the south side of Sherman Avenue west for approximately 600 L.F and also along Sherman Avenue from Pepper Street to Day Street

The undersigned contractor agrees to implement the following affirmative action steps directed at increasing the utilization of lower-income residents and business concerns located within the City of Moreno Valley.

1. Take affirmative action to ensure that employees or applicants for employment or training are not discriminated against because of race, color, religion, sex, or national origin.
2. Send a notice of Contractor’s Section 3 commitment to each labor organization or representative of workers, and post a copy of the notice at a conspicuous place available to employees and applicants for employment or training.
3. To the greatest extent feasible, make a good faith effort to recruit for employment or training lower-income residents from the city, and to award contracts to business concerns which are located in or owned in substantial part by persons residing in the city through use of: Local advertising media, signs placed at the project site, and notification to community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, U.S. Employment Service, Chamber of Commerce, labor unions, trade associations, and business concerns.
4. Maintain a file of all low-income area residents who applied for employment or training either on their own or on referral from any source, and the action taken with respect to each area resident.
5. Maintain a file of all business concerns located in the city who submitted a bid for work on the project, and the action taken with respect to each bid.
6. Maintain records, including copies of correspondence, memoranda, etc., which document that affirmative action steps have been taken.
7. Incorporate the Section 3 clause provisions in all subcontracts, and require subcontractors to submit a Section 3 Affirmative Action Plan.
8. List project work force needs for the project by occupation, trade, skill level, and number of positions on the work force profile forms.
9. List information related to subcontracts to be awarded.

Dated: _____

Signed: _____

Name: _____

Title: _____

Contractor’s Section 3 Affirmative Action Plan
00502

Attachment: Agreement (1800 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE ELSWORTH STREET AND SHERMAN

NOTICE of SECTION 3 COMMITMENT

PROJECT NO. 801 0059

ELSWORTH STREET AND SHERMAN AVENUE STREET IMPROVEMENTS
The west side of Elsworth Street from Alessandro Boulevard to Sherman Avenue, and along the south side of Sherman Avenue west for approximately 600 L.F and also along Sherman Avenue from Pepper Street to Day Street

TO: _____
(Name of Labor Union, Worker's Representative, etc.)

(Address)

The undersigned currently holds a contract with the City of Moreno Valley involving Community Development Block Grant funds from the U.S. Department of Housing and Urban Development, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obliged, to the greatest extent feasible, to give opportunities for employment and training to lower-income persons residing within the city where the project is located, and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by persons residing in the city.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968.

A copy of this notice will be posted by the undersigned in a conspicuous place available to employees or applicants for employment.

Dated: _____ Signed: _____

Name: _____

Title: _____

Attachment: Agreement (1800 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE ELSWORTH STREET AND SHERMAN

Race and Ethnic Data Reporting Form

U.S. Department of Housing and Urban Development
Office of Administration

City of Moreno Valley
Project No. 801 0059
OMB Approval No. 2535-0113
form HUD-27061

Program Title: _____

Grantee/Recipient Name: _____

Grantee Reporting Organization: _____

Reporting Period From (mm/dd/yyyy): _____ To (mm/dd/yyyy): _____

Racial Categories	Total Number of Race Responses	Total Number of Hispanic or Latino Responses
American Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
American Indian or Alaska Native <i>and</i> White		
Asian <i>and</i> White		
Black or African American <i>and</i> White		
American Indian or Alaska Native <i>and</i> Black or African American		
* Other multiple race combinations greater than one percent: [Per the form instructions, write in a description using the box on the right]		
Balance of individuals reporting more than one race		
Total:		
* If the aggregate count of any reported multiple race combination that is not listed above exceeds 1% of the total population being reported, you should separately indicate the combination. See detailed instructions under "Other multiple race combinations."		

Public reporting burden for this collection is estimated to average 1.15 hours per response, including the time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the information collection instrument. HUD may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Instructions for the Race and Ethnic Data Reporting form (HUD-27061)**A. General Instructions:**

This form is intended to be used by two categories of respondents: (1) applicants requesting funding from the Department of Housing and Urban Development (HUD); and (2) organizations who receive HUD Federal financial assistance that are required to report race and ethnic information.

In compliance with OMB direction to revise the standards for collection of racial data, HUD has revised its standards as depicted on this form. The revised standards are designed to acknowledge the growing diversity of the U.S. population. Using the revised standards, HUD offers organizations that are responding to HUD data requests for racial information, the option of selecting one or more of nine racial categories to identify the racial demographics of the individuals and/or the communities they serve, or are proposing to serve. HUD's collection of racial data treats ethnicity as a separate category from race and has changed the terminology for certain racial and ethnic groups from the way it has been requested in the past using two distinct ethnic categories. The revised definitions of ethnicity and race have been standardized across the Federal government and are provided below.

1. The two ethnic categories as revised by the Office of Management and Budget (OMB) are defined below.

Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

Not Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories as revised by Office of Management and Budget are defined below:

American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."

Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Note: The information required to be reported may be collected and submitted to HUD via the use of this form or by other means, such as summary reports or via electronic reporting mechanisms. The primary goal to be achieved is the provision of the summary racial and ethnic data of the population(s) proposed to be served or that is being served by your organization in a consistent manner across all HUD programs.

B. Specific Instructions for Completing the Form:

Organizations using this form should collect the individual responses from the community of individuals you intend to serve or those that you are serving, as applicable. After the individual collections are gathered, you should report (via this form or by the use of other means such as

electronic reports that provide the summary data required by this form) the aggregate totals of the racial and ethnic data that you collect via the applicable categories as described below:

Total Number of Racial Responses: Under this column you should indicate the total number of responses collected in the blocks next to the applicable categories.

Total Number of Hispanic or Latino Responses: Under this column you should indicate the total number of responses collected in the blocks next to the applicable racial categories (e.g., you would enter the total number of Asian respondents that indicated they are Hispanic or Latino). When collecting this information from beneficiaries of the Federal financial assistance all respondents should be required to indicate their ethnic category, which requires either a “yes” or “no” response.

Other Multiple Race Combinations: Next to this racial category, indicate all racial categories (if any) identified by respondents that do not fit one of the five single race categories or four double race combinations above, and which have a total count that exceeds one percent of the total population being reported. You must identify each such racial combination, including the actual count, the percentage of the total population (in parenthesis), and actual Hispanic or Latino count.

For example, if you obtain data that indicates that the total population being served is 200 and includes 10 Native Hawaiian or Other Pacific Islander and White and 12 Native Hawaiian or Other Pacific Islander and Asian, and those numbers (of Native Hawaiian or Other Pacific Islander and White and Native Hawaiian or Other Pacific Islander and Asian) each equates to more than one percent of the total population being served, and 2 of the Native Hawaiian or Other Pacific Islander and White indicate they belong to the Hispanic/Latino ethnic category and 3 of the Native Hawaiian or Other Pacific Islander and Asian indicate they belong to the Hispanic/Latino ethnic category, you should complete the form as follows:

Racial Categories	Total Number of Race Responses	Total Number of Hispanic or Latino Responses
* Other multiple race combinations: [Per the form instruction, write in a description using the box on the right]	Native Hawaiian or Other Pacific Islander AND White 10 (5%)	2
	Native Hawaiian or Other Pacific Islander AND Asian 12 (6%)	3

How the percentage should be applied will vary by program depending on whether the program is required to provide data on the total community, or on the beneficiaries/individuals that are being served or that are proposed to be served.

Balance of individuals reporting more than one race: This block is intended to capture the balance of any racial categories that are not included in the list of nine above, and are not included under “**Other multiple race combinations greater than one percent.**” Indicate the total number of all racial categories reported that do not fit the nine racial categories above, and do not equate to one percent of the total population being reported. Be sure to also indicate the total number of all related Hispanic or Latino responses.

Total: On the last row of the form you should indicate the aggregate totals of all the information you have gathered including the total of all racial categories and the total of all the Hispanic or Latino categories.

Section 3 – HUD Act of 1968

City of Moreno Valley
Project No. 801 0059

WORK FORCE PROFILE

	Total Employees	A	B	C	D	E	F	G	H	I	J
Office/Administrators											
Professionals											
Technicians											
Protective Services											
Para-Professionals											
Office/Clerical											
Skilled Crafts											
Service/Maintenance											
TOTAL											

PERCENTAGES (Rounded to nearest tenth)

		A	B	C	D	E	F	G	H	I	J
Office/Administrators											
Professionals											
Technicians											
Protective Services											
Para-Professionals											
Office/Clerical											
Skilled Crafts											
Service/Maintenance											
TOTAL											

A - White Male D - Asian American Male G - Black Female J - American Indian Female Total Minorities Employed:
 B - Black Male E - American Indian Male H - Hispanic Female
 C - Hispanic Male F - White Female I - Asian American Female Percent of Work Force:

Work Force Profile Forms

Attachment: Agreement (1800 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE

Section 3 – HUD Act of 1968

City of Moreno Valley
 Project No. 801 0059

COMBINED WORK FORCE PROFILE

EEO-4 CATEGORY	TOTAL	WHITE	BLACK	HISPANIC	ASIAN AMERICAN	AMERICAN INDIAN	WOMEN
Official/Administrators							
Professionals							
Technicians							
Protective Services							
Para-Professionals							
Office/Clerical							
Skilled Crafts							
Service/Maintenance							
TOTAL							

PERCENTAGES

EEO-4 CATEGORY	WHITE	BLACK	HISPANIC	ASIAN AMERICAN	AMERICAN INDIAN	WOMEN
Official/Administrators						
Professionals						
Technicians						
Protective Services						
Para-Professionals						
Office/Clerical						
Skilled Crafts						
Service/Maintenance						
TOTAL						

Attachment: Agreement (1800 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE

Section 3 – HUD Act of 1968

City of Moreno Valley
Project No. 801 0059

COMBINED WORK FORCE PROFILE (continued)

UTILIZATIONS

Computed using Riverside County Population statistics

	WHITE	BLACK	HISPANIC	COMBINED ASIAN AMERICAN AND AMERICAN INDIAN	WOMEN
Official/Administrators					
Professionals					
Technicians					
Protective Services					
Para-Professionals					
Office/Clerical					
Skilled Crafts					
Service/Maintenance					
TOTAL					

Attachment: Agreement (1800 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE

Section 3 – HUD Act of 1968

City of Moreno Valley
 Project No. 801 0059

NEW HIRES

EEO-4 CATEGORY	# OF HIRES	A	B	C	D	E	F	G	H	I	J	TOTAL % MINORITY	TOTAL FEMALE
Official/Administrators													
Professionals													
Technicians													
Protective Services													
Para-Professionals													
Office/Clerical													
Skilled Crafts													
Service/Maintenance													
TOTAL													

A - White Male D - Asian American Male G - Black Female J - American Indian Female
 B - Black Male E - American Indian Male H - Hispanic Female
 C - Hispanic Male F - White Female I - Asian American Female

	NUMBER OF HIRES	PERCENTAGE
White		
Black		
Hispanics		
Asian American		
American Indian		
TOTAL		
TOTAL MINORITIES		

Attachment: Agreement (1800 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE

Section 3 – HUD Act of 1968

City of Moreno Valley
Project No. 801 0059

TERMINATIONS

EEO-4 CATEGORY	# OF TERMINATIONS	A	B	C	D	E	F	G	H	I	J	TOTAL % MINORITY	TOTAL FEMALE
Official/Administrators													
Professionals													
Technicians													
Protective Services													
Para-Professionals													
Office/Clerical													
Skilled Crafts													
Service/Maintenance													
TOTAL													

- A - White Male D - Asian American Male G - Black Female J - American Indian Female
- B - Black Male E - American Indian Male H - Hispanic Female
- C - Hispanic Male F - White Female I - Asian American Female

	NUMBER OF TERMINATIONS	PERCENTAGE
White		
Black		
Hispanics		
Asian American		
American Indian		
TOTAL		
TOTAL MINORITIES		

Attachment: Agreement (1800 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE

Section 3 – HUD Act of 1968

City of Moreno Valley
 Project No. 801 0059

PROMOTIONS

EEO-4 CATEGORY	# OF PROMOTIONS	A	B	C	D	E	F	G	H	I	J	TOTAL % MINORITY	TOTAL FEMALE
Official/Administrators													
Professionals													
Technicians													
Protective Services													
Para-Professionals													
Office/Clerical													
Skilled Crafts													
Service/Maintenance													
TOTAL													

- A - White Male D - Asian American Male G - Black Female J - American Indian Female
- B - Black Male E - American Indian Male H - Hispanic Female
- C - Hispanic Male F - White Female I - Asian American Female

	NUMBER OF PROMOTIONS	PERCENTAGE
White		
Black		
Hispanics		
Asian American		
American Indian		
TOTAL		
TOTAL MINORITIES		

Attachment: Agreement (1800 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE

CONTRACTOR'S BONDS

Attachment: Agreement (1800 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE ELSWORTH STREET AND SHERMAN

City of Moreno Valley
Project No. 801 0059

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 801 0059

ELSWORTH STREET AND SHERMAN AVENUE STREET IMPROVEMENTS

The west side of Elsworth Street from Alessandro Boulevard to Sherman Avenue, and along the south side of Sherman Avenue west for approximately 600 L.F and also along Sherman Avenue from Pepper Street to Day Street

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. 801 0059** , 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.

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 (1800 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE ELSWORTH STREET AND SHERMAN

City of Moreno Valley
Project No. 801 0059

BOND NO. _____

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

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

Attachment: Agreement (1800 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE ELSWORTH STREET AND SHERMAN

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

DESCRIPTION OF THE ATTACHED DOCUMENT

BIDDER'S BOND SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must 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.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Agreement (1800) : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE ELSWORTH STREET AND SHERMAN

City of Moreno Valley
Project No. 801 0059

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 801 0059

**ELSWORTH STREET AND SHERMAN AVENUE STREET IMPROVEMENTS
The west side of Elsworth Street from Alessandro Boulevard to Sherman Avenue, and
along the south side of Sherman Avenue west for approximately 600 L.F and also along
Sherman Avenue from Pepper Street to Day Street**

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. 801 0059**, 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 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.

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 (1800 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE ELSWORTH STREET AND SHERMAN

City of Moreno Valley
Project No. 801 0059

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.
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Attachment: Agreement (1800 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE ELSWORTH STREET AND SHERMAN

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

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- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

BIDDER'S 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 (1800) : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE ELSWORTH STREET AND SHERMAN

**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).

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

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer <i>(if contract exceeds \$15,000)</i>

Date

Chief Financial Officer/City Treasurer

Date

City of Moreno Valley

BY: _____
 City Manager

 Date

Leonida Builders, Inc.

BY: _____

TITLE: _____
(Select only one please)
 (President or Vice President)

_____ Date

BY: _____

TITLE: _____
 (Corporate Secretary)

_____ Date



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 16, 2016

TITLE: FUNDING APPROPRIATION FOR THE INTERIM COTTONWOOD BASIN PROJECT NO. 804 0013

RECOMMENDED ACTION

Recommendation:

1. Approve the appropriation of \$145,000 from the unencumbered General Fund fund balance to fund the interim Cottonwood Basin improvements: GL Account No. 1010-70-77-80004-720199, Project No. 804 0013-1010-99.
2. Approve budget adjustments as set forth in the Fiscal Impact section of this report.

SUMMARY

This report recommends appropriation of funds for planning and construction efforts of the interim Cottonwood Basin improvements to fast track the project, contingent upon receiving all necessary permits. The source of funds is the General Fund, with construction costs (estimated at \$90,000) to be reimbursed by the Riverside County Flood Control and Water Conservation District.

DISCUSSION

On September 21, 2015, City staff met with County Supervisor Ashley and the Riverside County Flood Control & Water Conservation District (District) staff to discuss ongoing flooding issues affecting the Tract 19879 subdivision and surrounding areas, even in less than heavy rainfall amounts. Tract 19879 is located south of Cottonwood Avenue, west of Martha Crawford Street, and east of Nason Street. Specifically, sedimentation and debris build up within the private channel located on the western boundary of Tract 19879 was identified as a primary contributing factor to the flooding during rain events. Furthermore, when the private channel gets silted up, it affects the functionality of the

City's storm drain along Cedar Court within Tract 19879, further exacerbating the flooding problem.

The long term ultimate solution includes the construction of Moreno Master Drainage Plan Line H extending from Dracaea Avenue to Cactus Avenue that would replace the problematic private drainage channel. The estimated cost of Line H is currently \$7.9 million. The District indicated due to their current programmed Capital Improvement Plan commitments, Line H may get funded in about seven years in the future. The District has offered to design and fund the construction of an interim sedimentation basin on the north side of Cottonwood Avenue that will minimize sediment and debris build-up thus allowing the private channel adjacent to Tract 19879 to function appropriately. City staff and the District have tentatively agreed to move forward in partnership with an interim sedimentation basin in the following manner.

- The District in coordination with City staff shall develop a footprint of the proposed basin.
- City staff shall obtain any necessary right of way and environmental permits/clearance based upon the agreed to footprint.
- The District shall prepare plans, specifications, and estimates for the basin design.
- The City will construct, own, and operate the basin.
- The District will reimburse the City for the construction of the basin (currently estimated at \$90,000).
- The District will prepare a draft Co-operative Agreement outlining these details.

At the time of preparation of this report, the District has prepared the basin footprint exhibit and design. The proposed basin will generally align with the existing channel north of Cottonwood Avenue and have approximate dimensions of 130 feet by 270 feet (or less). Furthermore, the basin has been designed to minimize any tree removals and environmental impacts, while maintaining the current natural watercourse including the existing Cottonwood Avenue culvert for ease of maintenance.

After the interim basin design was completed by the District, City staff worked with the property owners over a six to eight week period in order to obtain the necessary rights of entry to construct and maintain the interim basin at no cost to them. Once City Council authorizes the funding for this project, the environmental clearance and permitting process will commence before the bidding and construction of the project.

Once the Co-operative Agreement is ready for approval, City staff will bring it to Council for action. In the meantime, in order to keep the project moving, City staff requests approval of the funding appropriation in anticipation of the District's reimbursement and to fund City staff involvement in processing the interim right of way from the property owner, environmental permitting, and construction management and inspection efforts.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely completion of the interim Cottonwood Basin improvements such that the project can go to construction once the District provides the Co-Operative Agreement and the City has secured all permits.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay completion of the interim Cottonwood Basin improvements thus delaying the construction of needed improvements which would ameliorate frequent flooding in Tract 19879 and surrounding areas.*

FISCAL IMPACT

This project is fully funded by General Fund monies. As previously mentioned, reimbursement from the District up to \$90,000 will be received based upon a Co-Operative Agreement currently under negotiation to cover construction costs. The District will perform the design and preparation of construction plans, and the City is the lead on all other efforts including the construction. Staff is requesting \$55,000 in addition to the \$90,000 for the efforts and costs involved in environmental, permitting, fees, right of way acquisition, and support for project administration and bidding. These items are listed below in the estimated project costs.

Appropriations/Budget Adjustments

Fund	Account Number	Type	FY 15/16 Budget	Proposed Adjustment	FY 15/16 Amended Budget
General Fund	GL: 1010-70-77-80004-720199	EXP	\$0	\$145,000	\$145,000
	Project No. 804 0013-1010-99	EXP	\$0	\$145,000	\$145,000
General Fund	1010-99-99-91010-589900	Rev	20,000	90,000	110,000

AVAILABLE BUDGET – FISCAL YEAR 2015/2016:

General Fund
 (Account 1010-70-77-80004-720199) (Project No. 804 0013-1010-99).....\$145,000
 Total \$145,000

ESTIMATED PROJECT COSTS:

Environmental/Permitting/Fees/Project Administration.....	\$25,000
Right of Way Acquisition	\$10,000
Bidding	\$5,000
Construction (to be reimbursed by the District)	\$90,000
Construction Management/Engineering/Inspection	\$15,000
Total	\$145,000

ANTICIPATED PROJECT SCHEDULE:

Design Completed.....	December 2015
Complete Environmental/Permitting	June 2016
Start Construction (contingent upon receiving all permits)	July 2016

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared By:
Michael Lloyd, P.E.
Senior Engineer

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

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

CITY COUNCIL GOALS

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

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.

ATTACHMENTS

- 1. Location Map

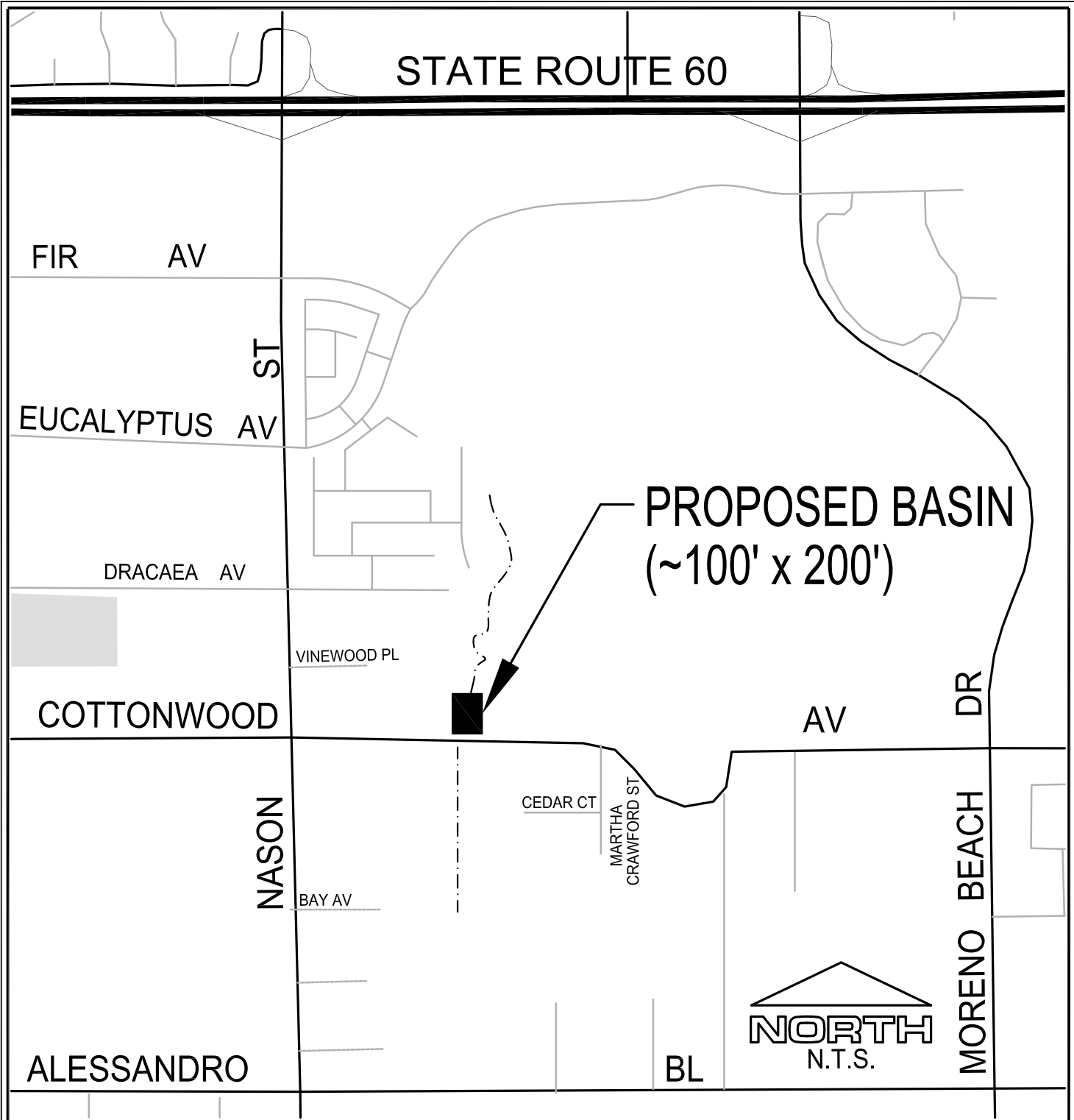
APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	2/01/16 2:52 PM


City Manager Approval

✓ Approved

2/03/16 10:22 AM



Attachment: Location Map (1723 : FUNDING APPROPRIATION FOR THE INTERIM COTTONWOOD BASIN)

	COTTONWOOD BASIN	
	LOCATION MAP Public Works Department Capital Projects Division	COTTONWOOD BASIN APN 488-180-025 PROJECT No. 804 0013
	ATTACHMENT 1	



Report to City Council

TO: Mayor and City Council

FROM: Allen Brock, Community Development Director

AGENDA DATE: February 16, 2016

TITLE: DENSITY BONUS ORDINANCE FOR ENERGY EFFICIENCY

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Introduce Ordinance No. 910. An Ordinance of the City Council of the City of Moreno Valley, California, amending Title 9 of the City of Moreno Valley Municipal Code establishing density bonus provisions for multi-family projects that incorporate green building principles into their design

SUMMARY

This report recommends adoption of an Ordinance to add a new section to Title 9 of the Municipal Code, Section 9.03.055, which will provide a density bonus incentive provision for multi-family projects that incorporate green building principles into their design. On December 10, 2015, the Planning Commission conducted a public hearing on the proposed Municipal Code Amendment and recommended approval of the Municipal Code Amendment to the City Council.

DISCUSSION

On April 1, 2013, the City applied for and received funding from the Southern California Edison (SCE) Strategic Plan Strategies Phase 3 program. On February 11, 2014, the City Council accepted the SCE Local Government Strategic Plan Strategies funding for Phase 3. (i.e. referred to by SCE as a “strategic solicitation”) The strategic solicitation provided up to \$100,920 in funds to complete four tasks related to energy efficiency. The last task under the contract with SCE, is to develop a proposed ordinance for “density bonuses” for residential developments exceeding State energy code requirements (Title 24 criteria).

In the development of the proposed Ordinance, City staff has researched other cities that have regulations to provide density bonuses for projects exceeding Title 24 and/or that require that residential buildings exceed Title 24 standards. The cities with these requirements generally require that the proposed buildings comply with a green building rating system; Leadership in Energy and Environmental Design (LEED) is the green building system most often used.

The LEED green building certification program is globally the most widely used green building system. The LEED system was developed by the non-profit U.S. Green Building Council (USGBC). LEED includes energy efficiency standards as well as other sustainable benefits such as water efficiency, indoor environment, and sustainable use of materials and resources. According to the U.S. Green Building Council's website, there are currently more than 72,500 LEED building projects located in over 150 countries and territories.

In developing the proposed Ordinance, staff has considered that establishing LEED as the target standard would effectively further sustainable building practices in the City. The density bonus program will achieve one greenhouse gas reduction measure identified in the City's Energy Efficiency and Climate Action Strategy. Specifically, reduction measure R3-E1 of the City's Energy Efficiency and Climate Action Strategy calls for codes and zoning requirements to be updated to further implement green building practices, and notes that the updates include incentives for energy efficient projects.

Of the ordinances of other cities researched, the most directly applicable with incentives were the cities of Sunnyvale, Long Beach, and Seattle. Other cities identified that include LEED certification as a requirement rather than an incentive are Oakland, San Antonio, and Nashville.

Based on the research, it was determined that a five percent (5%) density bonus incentive for multi-family projects designed to a LEED certified level, or other equivalent green rating system, would be an effective incentive to attract interested developers.

Public outreach and awareness are critical elements for the success of any program. The density bonus incentive can be promoted on the City's G.R.E.E.N. web page (Getting Residents Energy Efficient Now). In carrying out the tasks identified for the grant funds, community workshops were held. At the workshops staff presented a PowerPoint to the public and provided an overview of the proposed Ordinance.

The Planning Commission reviewed the proposed Ordinance at a public hearing on December 10, 2015 and unanimously recommended adoption of the Ordinance to the City Council. Through the public hearing with the Planning Commission it is noteworthy that some discussion was focused on whether or not a project developer would be required to apply for certification under LEED or if attention to LEED standards in the design was sufficient. The implementation of the ordinance will ensure that the energy efficiency and green building requirements are achieved based on review through the building plan check process. The consensus of the Planning Commission was that the

design standards and plan review verification achieves the purpose of the proposed Ordinance without requiring developers to incur additional cost to apply for certification under LEED.

ALTERNATIVES

1. Approve the proposed Ordinance as submitted. Staff recommends this alternative.
2. Deny the proposed Ordinance and thereby retain the regulations as they currently exist. An action to deny the proposed ordinance would not implement a recommended measure of the City's Energy Efficiency and Climate Action Strategy, and would not achieve the objectives of the grant effort. However, an action to deny the ordinance would satisfy the requirements under the contract with SCE to bring forward a density bonus ordinance for action by the City Council. Staff does not recommend this alternative.

FISCAL IMPACT

The proposed Ordinance would not result in any fiscal impacts. All multi-family residential units constructed as part of the incentive would require payment of the impact fees for multi-family development which are already in place.

NOTIFICATION

A public outreach meeting was held on November 2, 2015 to obtain input on the proposal. In an effort to obtain additional input, the proposed Ordinance was also presented to the Environmental and Historical Preservation Board on November 9, 2015. The public input on this effort to create further energy efficiency development incentives has been well received.

As required by the City's Municipal Code, a public hearing notice was published in the Press Enterprise newspaper more than 10 days in advance of the City Council meeting.

PREPARATION OF STAFF REPORT

Prepared By:
Chris Ormsby
Senior Planner

Department Head Approval:
Allen Brock
Community Development Director

Concurred By:
Richard J. Sandzimier
Planning Official

CITY COUNCIL GOALS

None

ATTACHMENTS

- 1. Proposed Ordinance
- 2. Planning Commission Minutes December 10 2015

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/29/16 10:47 AM
City Attorney Approval	<u>✓ Approved</u>	2/01/16 9:42 AM
City Manager Approval	<u>✓ Approved</u>	2/03/16 10:07 AM

ORDINANCE NO. 910

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE ESTABLISHING A DENSITY BONUS FOR MULTI-FAMILY PROJECTS THAT INCORPORATE GREEN BUILDING PRINCIPLES INTO THEIR DESIGN

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

WHEREAS, the City of Moreno Valley applied for and received funding from Southern California Edison (SCE) under the Strategic Plan Strategies Phase 3 Program; and

WHEREAS, on February 24, 2014, the City Council accepted the funding for Phase 3, which included a task to establish a residential density bonus for energy efficient residential projects which exceed building code requirements; and

WHEREAS, the proposed activity is consistent with and will further the implementation of the City’s adopted Climate Action Strategy; and

WHEREAS, on December 10, 2015, the Planning Commission of the City of Moreno Valley (Planning Commission) held a properly noticed public hearing, and reviewed and recommended approval of the ordinance to the City Council; and

WHEREAS, on February 16, 2016, the City Council of the City of Moreno Valley reviewed and held a properly noticed public hearing to consider the proposed Ordinance; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, the City Council of the City of Moreno Valley DOES HEREBY ORDAIN as follows:

SECTION 1. Pursuant to Section 21083 of the California Environmental Quality Act (CEQA) and Section 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility that the mere adoption of this Ordinance may have a significant effect on the environment, it has been determined that this amendment of the Municipal Code is exempt.

SECTION 2. SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the

Attachment: Proposed Ordinance [Revision 2] (1843 : DENSITY BONUS ORDINANCE FOR ENERGY EFFICIENCY)

remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

SECTION 3. REPEAL OF CONFLICTING PROVISIONS

That all the provisions of the Municipal Code as adopted by the City of Moreno Valley that are in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. FINDINGS

- A. Conformance with General Plan Policies – This Ordinance is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

FACT: This Ordinance for Energy Efficiency is consistent with, and does not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. This Ordinance is consistent with the policies of the General Plan and the City's Energy Efficiency and Climate Action Strategy. This Ordinance implements greenhouse gas reduction measure R3-E1 of the Climate Action Strategy, which identifies that City codes and zoning requirements should be updated to further implement green building practices, including incentives for energy efficient projects. The City direction is to promote and encourage energy efficiency and to lead by example in the implementation of best practices for energy efficiency.

- B. Health, Safety and Welfare – This Ordinance will not be detrimental to the public health, safety or general welfare.

FACT: This Ordinance does not have the potential of adversely affecting the public health, safety or welfare of the residents of the City of Moreno Valley or surrounding jurisdictions. The density bonus incentive will apply only to multi-family projects which comply with all of the development standards of the applicable zoning district. Further, a project receiving the density bonus will be designed to comply with standards of the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) green building certification program (or an equivalent green building rating system), which will provide sustainable benefits in the areas of energy efficiency, water efficiency, the quality of the indoor environment, and sustainable use of materials and resources. Compliance with the LEED standards will ensure that the project exceeds the standards of the California Building Code requirements. The benefits will improve Health, Safety and Welfare.

- C. Conformance with Zoning Regulations – This Ordinance is consistent with the purpose and intent of Title 9.

FACT: This Ordinance establishes a density bonus incentive for specified multi-family projects that are designed to at least achieve the USGBC LEED Certified level. The projects will be required to comply with all development standards of the zoning

district. Therefore, this Ordinance will not be in conflict with any other provisions of the Municipal Code.

SECTION 5. MUNICIPAL CODE AMENDED

5.1 Chapter 9.03 (“Residential Districts”) is hereby amended to include a new section, Section 9.03.055 – Density Bonus Program for Green Building and Energy Efficiency as follows:

“9.03.055 Density Bonus Program for Green Building and Energy Efficiency

- A. Purpose and Intent. The purpose of this section is to provide an incentive for residential housing units that are constructed to green building standards that exceed the requirements of the City’s building code, which is a greenhouse gas reduction measure included in the City’s Energy Efficiency and Climate Action Strategy.
- B. Applicability. Developers of multi-family residential housing dwelling units in the R10, R15, R20, R30, and SP204-Village Residential zone on sites of at least one acre minimum.
- C. Incentive. Developers may request a density bonus of five (5) percent above the calculated number of units for qualified projects.
- D. Energy Efficiency Requirements. A project must meet the Applicability requirement in (B). For projects that meet the Applicability requirement, the developer may request the Incentive in (C) if the project complies with the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) certification criteria for LEED “CERTIFIED” level or higher, or an equivalent green building rating system as approved by the Community Development Director. LEED Certified level represents the minimum level of certification under the USGBC Leadership Energy and Environmental Design rating system, and shall be consistent with the USGBC published criteria on the date the project application to the City is deemed ‘complete’.”
- E. Implementation.
 1. The total number of dwelling units allowed under a density bonus shall be calculated by multiplying the maximum density allowed under the applicable zoning designation (i.e. the maximum density listed in Table 9.03.040-6 of this title or the applicable specific plan designation), and multiplying the result by 1.05, for a five (5) percent density bonus. If the result, including the density bonus, contains a fraction of a unit, the number of allowable units shall be determined by rounding down to the nearest whole number if the fraction is below 0.5. Calculations containing fractions of 0.5 or above shall be rounded up.
 2. This density bonus shall not be cumulative with any other density bonus program included in Chapter 9.03.
 3. The development standards for density bonus projects shall be those of the applicable zoning classification.

SECTION 6. EFFECT OF ENACTMENT

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 7. 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 8. EFFECTIVE DATE:

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

APPROVED AND ADOPTED this 1st day of March, 2016.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Proposed Ordinance [Revision 2] (1843 : DENSITY BONUS ORDINANCE FOR ENERGY EFFICIENCY)

ORDINANCE JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 2016-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 1st day of March, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Proposed Ordinance [Revision 2] (1843 : DENSITY BONUS ORDINANCE FOR ENERGY EFFICIENCY)

1 **Motion carries 7 – 0**

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PLANNING OFFICIAL RICK SANDZIMIER – Now this item is appealable to the City Council. If any interested party is interested in appealing, they can file their appeal within 15 days of your action. The appeal would be filed to the City Council through the Community Development Director, and I don't think I indicated it on the last wrap-up, but the item is then agendized for the City Council Hearing within 30 days.

10 **CHAIR LOWELL** – Thank you very much.

11
12

- 13 3. Case: PA14-0038 (Municipal Code Amendment)
- 14 Applicant: City of Moreno Valley
- 15 Owner: Not applicable
- 16 Representative: City of Moreno Valley
- 17 Location: City-wide
- 18 Case Planner: Chris Ormsby, AICP
- 19 Council District: City-wide
- 20 Proposal: Destiny Bonus Ordinance Related to Energy
- 21 Efficiency

22
23

STAFF RECOMMENDATION:

24
25
26
27

Staff recommends that the Planning Commission **APPROVE** Resolution No. 2015-33, and thereby recommend to the City Council:

- 28 1. **CERTIFY** that the proposed Municipal Code Amendment is exempt
- 29 from the provisions of the California Environmental Quality Act
- 30 (CEQA) Guidelines, per Section 15061 (b)(3); and
- 31
- 32 2. **APPROVAL** of Municipal Code Amendment PA14-0038 based on the
- 33 findings contained in Planning Commission Resolution 2015-33.

34
35

36 **CHAIR LOWELL** – That moves us on to item #3, Case No. PA14-0038, a
37 Municipal Code Amendment. The Case Planner Mr. Chris Ormsby and the
38 Applicant is actually the entire City of Moreno Valley.

39
40

SENIOR PLANNER CHRIS ORMSBY – Good evening Chair Lowell and
41 Members of the Planning Commission. This Code Amendment is one of the four
42 tasks under the Southern California Strategic Strategies Program, which is
43 funded by Southern California Edison. At your November 12th meeting the
44 Commission reviewed and approved Task 4, the General Plan Amendment to
45 incorporate an energy efficiency section with new language into the General
46 Plan. The proposal before you this evening implements Task 5 into the program.

1 The Municipal Code Amendment proposes a Density Bonus Incentive for
 2 achieving energy efficiency and incorporating green building measures that
 3 exceed the Building Code. The code amendment will add a new section of the
 4 Municipal Code Section 9.03.055. The incentive will be for a 5% density bonus if
 5 a multifamily project is designed and built to at least the LEED certified level.
 6 The calculation of the bonus is based on the maximum allowable density of the
 7 zone in which the project is located. It will apply to all multifamily zones. And
 8 just a little bit more information about how that calculation works, under the
 9 development standards, the multifamily zones require at least a one acre site
 10 area. Therefore, with a 5% density bonus and the identified provisions for the
 11 rounding, any project within the R10 multifamily zone would be eligible for at
 12 least a bonus of one residential dwelling unit so really any project within any of
 13 the multifamily zones covered by the bonus would receive at least a one unit
 14 bonus. The density bonus of 5% is tied to the LEED green-rating system. LEED
 15 stands for leadership in energy and environmental design. It is the most widely
 16 recognized green building rating system in the world. There is only one LEED
 17 certified building in the city to date based on my research, which is the Skechers
 18 warehouse building, and it is certified at the Gold level. The Code Amendment
 19 was presented at the same public outreach meetings as the General Plan
 20 Amendment that you reviewed last month. As was mentioned, the feedback
 21 regarding energy efficiency at the public meetings was positive. There was some
 22 input from the public encouraging the promotion of energy efficiency and green
 23 building as an economic marketing tool, but just to summarize the density bonus
 24 under this Code Amendment is entirely incentive based. The requirements only
 25 apply if the developer would like to take advantage of the bonus incentive. On
 26 the dais, there is a memorandum dated with today's date as provided for and the
 27 approving documents related to this grant. Southern California Edison had the
 28 opportunity to review the language of the Code Amendment and yesterday they
 29 completed their review concurrent with the Staff Report going forward. They did
 30 have some comments on it more in the way it is organized. There is no
 31 substantive change to the text or what I've described in the presentation, so the
 32 intent is then for Staff recommending approval of Resolution 2015-33 with Exhibit
 33 A as amended by the attachment to this memorandum. With that, I'll open it up
 34 to questions of Staff.

35 36 37 COMMISSIONER COMMENTS

38
39 **CHAIR LOWELL** – Thank you very much. Anybody have any comments or
 40 questions for Staff?

41
42 **COMMISSIONER VAN NATTA** – I do.

43
44 **CHAIR LOWELL** – Commissioner Van Natta, please.
 45

1 **COMMISSIONER VAN NATTA** – I remember some previous conversation on
2 actually it was back when Skechers was being built and they were talking about
3 the LEED certified and said that LEED certification can't be obtained until after
4 the construction is complete and they do an inspection, so how can you get the
5 density bonus and add an additional dwelling unit if you can't get the LEED
6 certification until after it's built?

7
8 **SENIOR PLANNER CHRIS ORMSBY** – That's a very good question, and we
9 did take that into consideration. We actually have structured the ordinance so
10 that LEED certification itself is not required, but the building will be conditioned
11 through the entitlement process to be designed and reflected in the building plan
12 check that, in fact, it meets the LEED certified level. So it will be up to the
13 developer to actually receive the certification, but we feel that this particular
14 rating system is the best system to use because it leaves the potential for that
15 developer to obtain a well recognized designation for their property, which adds
16 economic value to it. So that's the reason we went with the LEED rating system.

17
18 **COMMISSIONER VAN NATTA** – So how then and who determines whether or
19 not this is going to meet LEED certification standards?
20

21 **SENIOR PLANNER CHRIS ORMSBY** – This language was also reviewed by
22 our Community Development Director and so it would be done by the Building
23 Division through the plan check process, so there would be conditions of
24 approval in the final conditions. There would be a requirement, in fact, that it
25 meets those provisions that get the design to a LEED certified level.
26

27 **COMMISSIONER GONZALEZ** – So it's synonymous if these conditions of
28 approval are abided by then it's synonymous with the LEED certification pretty
29 much; it's equal.
30

31 **SENIOR PLANNER CHRIS ORMSBY** – Right, right what really gets you to the
32 potential for a LEED certification is the design of these various features that are
33 brought into the project, so they are quantifiable and able to be reflected on the
34 building plans.
35

36 **PLANNING OFFICIAL RICK SANDZIMIER** – Okay, if I may, the purpose for the
37 bonus is to encourage projects to move towards more energy efficiency, so you
38 have to develop some sort of criteria, a target that you're aiming for. And so by
39 having the LEED program, which is a recognized program, as a target and you're
40 moving towards that, the best ability we have to achieve that target is to make
41 sure through the review process we're following those standards. Now
42 somebody could say, well we gave them a density bonus, they ended up
43 designing it all that way but they never actually got the LEED certification, should
44 we take the density bonus back? The answer would be, no, because they were
45 striving for the energy efficiency, which was the whole purpose for the program. I
46 don't think you want to penalize them, but we believe that if you design it in

1 accordance with LEED it should achieve the LEED standard. But it will be
2 incumbent upon the developer also to follow through to make sure that happens.

3
4 **CHAIR LOWELL** – Alright.

5
6 **COMMISSIONER VAN NATTA** – Okay so basically we’re telling the developer,
7 oh you just got to try.

8
9 **SENIOR PLANNER CHRIS ORMSBY** – No.

10
11 **COMMISSIONER VAN NATTA** – And if you don’t make it, you don’t get the
12 LEED certification, nothing is going to happen. Shouldn’t there be some sort of
13 a, I don’t know, a fine or some sort of a consequence if after they’ve completed
14 and they’ve gotten the bonus and they’ve gotten their extra units if they do not go
15 ahead and get the LEED certification afterwards if for some reason they don’t
16 qualify for it after the project is completed some sort of consequence if it wasn’t
17 met.

18
19 **SENIOR PLANNER CHRIS ORMSBY** – Well there are some cities that actually
20 have done that, a relatively small number, and the result is typically a rather
21 complex set of requirements in order to be able to monitor that and there is a lot
22 of administrative effort in following through on the part of Staff to make sure
23 these things are certified after the fact. If the project is designed to a LEED
24 certified level as Rick had indicated, the energy efficiency aspect of it has been
25 achieved. Southern California Edison also seems to concur with the language,
26 as amended here, so I think they feel that it achieves the purpose of what this
27 grant is for.

28
29 **PLANNING OFFICIAL RICK SANDZIMIER** – I would be a little concerned if
30 there was a penalty because you may end up inadvertently or unintentionally
31 getting people not to try because they’re going to say in order for me to try I
32 already have to spend extra effort. I maybe have to have some additional
33 expenses, I’m going to put certain things in, and then if I by no fault of my own
34 can’t get somebody to certify me now I got to pay a penalty. So I just think that
35 we may end up hurting ourselves and maybe nobody would even try if we put a
36 penalty on it.

37
38 **COMMISSIONER VAN NATTA** – But, at the same time, I think there should be
39 something in there that says that they are required to apply for the certification
40 once the project is complete. There would be a benefit I think to the City and to
41 attracting future development to be able to say we have X number of buildings
42 that are LEED certified at this level or at that level. So if they only build them to
43 the LEED standards and then they never go ahead and get the certification then
44 we don’t have that ribbon hanging on the building that says this is LEED certified
45 to verify that we did what we had set out to do.

46

1 **SENIOR PLANNER CHRIS ORMSBY** – Well we will have achieved what we set
2 out to do because the buildings will be not just more energy efficient but will have
3 incorporated green building measures that really go beyond what the code
4 currently requires. There is a cost to applying for LEED certification. So there is
5 a little bit of concern with requiring it on the part of larger projects because I
6 believe it's based on the size of the project. I think the ordinance would be
7 encouraging them to seek LEED certification.

8
9 **COMMISSIONER GONZALEZ** – Because this ordinance is more for having
10 green buildings, not necessarily seeking LEED certification. That was the intent.

11
12 **SENIOR PLANNER CHRIS ORMSBY** – That is correct.

13
14 **PLANNING OFFICIAL RICK SANDZIMIER** – I do want to say that I appreciate
15 Commissioner Van Natta's comments. I do. I think we're all going to strive for
16 that and, as Chris has indicated, we would be encouraging them to go that next
17 step and actually apply for the certification. It would be great if all of them
18 actually got the certifications and we did have the ribbons, the recognitions, the
19 plaques on the buildings but that's absolutely what our goal is and I believe that
20 would be consistent with what Edison is pushing for. So I think we're trying to get
21 to the place you're talking about.

22
23 **COMMISSIONER VAN NATTA** – Can't we at least put in there that they have to
24 apply for LEED certification?

25
26 **PLANNING OFFICIAL RICK SANDZIMIER** – Can I make a suggestion? This is
27 going to go to the City Council ultimately for the final decision. Can we take that
28 as a recommendation from the Planning Commission that that's an extra item
29 that you'd like us to put in the program? It would give us an opportunity between
30 now and the City Council Hearing to contact Edison and find out if there is any
31 concern with respect to that. We could do some research with what other cities
32 are doing without holding it up here because we are trying to meet a deadline in
33 terms of the Edison Grant that is funded through the end of this year. Then we
34 have to have everything wrapped up by March of next year, but we have to
35 expend all the money through December.

36
37 **COMMISSIONER VAN NATTA** – I just think it would be a stronger
38 recommendation if we made it part of the approval.

39
40 **DEPUTY CITY ATTORNEY PAUL EARLY** – In not having had a chance to
41 research this particular question, but I can tell you that right off the top of my
42 head, I have some nexus questions about conditioning a project to apply for a
43 third party certification that is secondary to the actual design that they're actually
44 doing. So I'm not sure, and I'm not saying we can't, but it does raise some
45 concerns to me about whether that would be a lawful condition to do to make
46 them, because that seems to be an issue for the City but not directly having to do

1 with the building because those criteria will have been met. But getting that third
 2 party certification seems to be a secondary step that causes me a little bit of
 3 discomfort in whether we could condition that or not.

4
 5 **COMMISSIONER VAN NATTA** – I don't know. That's kind of like saying, well
 6 as long as you do all the class work, you don't have to take the final exam.

7
 8 **DEPUTY CITY ATTORNEY PAUL EARLY** – They do have to take the final
 9 exam, but the final exam is administered by the City. The City is applying the
 10 criteria.

11
 12 **PLANNING OFFICIAL RICK SANDZIMIER** – Right.

13
 14 **DEPUTY CITY ATTORNEY PAUL EARLY** – That's how I would.

15
 16 **COMMISSIONER VAN NATTA** – You just don't get the diploma.

17
 18 **CHAIR LOWELL** – Mr. Barnes.

19
 20 **COMMISSIONER BARNES** – In my experience with builders and LEED, we run
 21 into situations quite often where a builder will choose to build to LEED standards
 22 but they just don't want to spend the large expense and time to get the
 23 parchment to hang by the front door. They prefer to spend their money on the
 24 upgrades necessary to achieve the LEED building standard and it goes through
 25 plan check and all those things are quantifiable improvements that are reviewed
 26 by City Staff and the building it built to that standard. The LEED certification is a
 27 process that takes place after the fact and allows them to hang a plaque on the
 28 front door that says they spent the \$200,000 to get the certification.

29
 30 **COMMISSIONER VAN NATTA** – It also verifies, though, that we as a City have
 31 done our job in making them build it to that standard.

32
 33 **COMMISSIONER BARNES** – Well the Building Department in reviewing the
 34 design of the building will force them to meet that criteria just like they are
 35 required to meet all the other building criteria that are currently in the code.
 36 Basically what they're saying is, if you don't want it, we're going to use Code A.
 37 But, if you choose to get the Density Bonus, we're going to use Building Code B
 38 which is building to a higher standard; more insulation, different roof materials,
 39 different pavement materials. So I really don't think that there's an issue.

40
 41 **CHAIR LOWELL** – It's the same idea as trying to build a house that's
 42 seismically earthquake proof, but we don't have to put the house on a shake
 43 table and shake it to pieces to prove that it's earthquake resistant. We are
 44 building it towards a standard, but we don't have to prove the standard is there.
 45 So if the City is setting goals saying we want you to be LEED certified or build

1 towards a LEED certification, it's a good goal, but I don't think making it
2 mandatory to prove it is a must on this one.

3
4 **COMMISSIONER VAN NATTA** – I just have a problem with setting a goal and
5 then not having a definitive way to establish the fact that we have met the goal.

6
7 **CHAIR LOWELL** – Yeah but you have calculations X amount of energy. The
8 energy calculations that are going to go into it, you can do the math behind it
9 without actually getting the letter grade on it.

10
11 **COMMISSIONER BARNES** – The City can enforce the rules. We just don't
12 necessarily have to force them to go to a private third party to pay for the piece of
13 parchment.

14
15 **COMMISSIONER GONZALEZ** – Which is the Green Building Council, I mean I
16 don't think we should....

17
18 **COMMISSIONER BARNES** – I think it's fine as it's written.

19
20 **COMMISSIONER VAN NATTA** – Okay.

21
22 **CHAIR LOWELL** – Commissioner Korzec.

23
24 **COMMISSIONER KORZEC** – I was going to agree with you Jeffrey. I think the
25 overall strategy is to build buildings that are better and encourage people to do
26 this and by saying you have to follow this rule and spend this money, I don't think
27 it's fair to people that are trying to improve their site. So I don't see that
28 parchment as being that important if they follow the criteria that's set down. To
29 me, it's good enough. I don't see the necessity of that piece of paper.
30 Encourage people to build better and more energy efficient buildings should be
31 the bottom line.

32
33 **CHAIR LOWELL** – I have some questions. Being that there are various levels
34 of LEED certification, we have LEED certification, we have Silver, Gold, and
35 Platinum, is there any reason or any thought to putting a tiered bonus that if you
36 go to just the LEED certification you get maybe like 3% bonus. But, if you go all
37 the way up to the Platinum, you get like a 6% bonus. So if you have a different
38 goal you can achieve the Platinum level you get a little extra incentive to go all
39 the way as opposed to just the bare minimum.

40
41 **SENIOR PLANNER CHRIS ORMSBY** – We did look at that and there are some
42 cities that have a little bit of a tier to it. I think the only concern that I saw with
43 that is sort of making the connection between what is a reasonable increase in
44 the density bonus relative to that next certified level. That's very hard to quantify
45 and so it seemed better to start out with a simpler approach with the certified

1 level and perhaps that's something a building block for a future green building
2 effort to look at that further and maybe expand on it.

3
4 **COMMISSIONER VAN NATTA** – I just have one further question while we're
5 talking about this. If the goal is to build to the LEED certified level without getting
6 the LEED certification when it comes to other types of buildings, and I'm thinking
7 specifically the World Logistics Center where they've said they're going to be
8 green buildings, they're going to be LEED certified like Sketchers was and so
9 forth. Are we going to also back off and say well as long as you tried to build
10 them to that level we don't have to go ahead and get the certification?

11
12 **PLANNING OFFICIAL RICK SANDZIMIER** – I'm trying to recall the specific
13 language in that World Logistics Center Specific Plan and I apologize I'm just
14 drawing a blank. I don't recall saying that we actually had to secure the LEED
15 certification. I believe the way it was structured in the Specific Plan, as I recall
16 maybe Mark can correct me if I'm wrong, was that they had to be designed to the
17 LEED criteria. I don't think it said they had to achieve. I don't think they had to
18 get the parchment as you're saying. We're going to try and look it up here on...

19
20 **DEPUTY CITY ATTORNEY PAUL EARLY** – Yeah I'm trying to see if I can find
21 it exactly too while we're talking, but that was my recollection as well. There is
22 no specific requirement that they obtain LEED certification.

23
24 **COMMISSIONER VAN NATTA** – Well I don't have a problem with both being
25 held to the same standards, I just didn't want to see us back off on something
26 now that might come back to bite us later.

27
28 **CHAIR LOWELL** – And I have a couple questions still. And this bonus only
29 applies towards multifamily units? Not single family, not commercial? It's
30 multifamily only?

31
32 **SENIOR PLANNER CHRIS ORMSBY** – Right, that's the way we had structured
33 our original response to the grant proposal was to focus on residential. We did
34 look at the possibility of applying it to single family, but it's really not feasible with
35 tract development and the way subdivisions work to condition those because
36 typically they're merchant builders. They come in later and do those, so to put a
37 condition on a tract map and then try to implement that seemed like it would be
38 difficult. So we decided just to focus on the multifamily for now. Again, perhaps
39 later, we would look at expanding that as part of the....

40
41 **CHAIR LOWELL** – Well, as a for instance, there is a project that Rick and I were
42 talking about.

43
44 **PLANNING OFFICIAL RICK SANDZIMIER** – Yes.

1 **CHAIR LOWELL** – Remember that project over off Eucalyptus they were talking
 2 about where it is detached single family that they're trying to change from a
 3 quadplex to a single family? They had really narrow side yard setbacks. Would
 4 that qualify as a multifamily or could that lead to incentive bonus be applied
 5 towards that type of a project where they are detached single family but kind of
 6 mimicking multifamily?

7
 8 **PLANNING OFFICIAL RICK SANDZIMIER** – I'm not understanding your
 9 question.

10
 11 **CHAIR LOWELL** – There is really high...what I was asking is if this incentive
 12 only applies to multifamily, multifamily residential buildings like apartment
 13 complexes, quadplexes, duplexes that kind of thing, what if they are single family
 14 detached like that project you and I were talking about and would that 5% bonus
 15 could that be applied towards that type of a project where it's not a specific tract
 16 map like a conventional tract map but it's a detached single family that kind of
 17 mimics a multifamily?

18
 19 **PLANNING OFFICIAL RICK SANDZIMIER** – My interpretation, or my
 20 understanding, it would have to be a multifamily development. It would be
 21 attached product. Unless I'm understanding that wrong.

22
 23 **CHAIR LOWELL** – Is it zoning specific or is it?

24
 25 **SENIOR PLANNER CHRIS ORMSBY** – It is zoning specific, so it is the R10
 26 zone. If this was a PUD within the R10 zone, perhaps it could apply to that. But,
 27 in general, it's intended for multifamily within R10, R15, R20 and R30 zones.

28
 29 **CHAIR LOWELL** – Okay and then....

30
 31 **PLANNING OFFICIAL RICK SANDZIMIER** – In order to achieve the density in
 32 the R10, the R15, the R20 and the R30 in order to get to the density area that
 33 you're looking for....

34
 35 **SENIOR PLANNER CHRIS ORMSBY** – You have to go multifamily.

36
 37 **PLANNING OFFICIAL RICK SANDZIMIER** – You most often are going to have
 38 the attached product. Once you try and create the small lot subdivisions and use
 39 the PUD you're down at the lowest level usually of the density rating, so at an
 40 R10 you're usually closer to the eight dwelling as to the acre. So what we're
 41 trying to encourage here is you're exercising the right for a density bonus, so
 42 you're going to have to be a little higher. I don't know how they can lay it out. I'm
 43 sure it is physically possible for them to try and do that, but understanding when
 44 we read through this is that it was going to be multifamily attached product. That
 45 would've been my read on it.
 46

1 **CHAIR LOWELL** – And then that 5% bonus wouldn't affect lot setbacks and
 2 minimum lot sizes and all that stuff, right? Because multifamily is one big lot. It
 3 doesn't have individual lot lines.

4
 5 **SENIOR PLANNER CHRIS ORMSBY** – That's correct. Those are one acre
 6 minimum lot sizes.

7
 8 **CHAIR LOWELL** – Thank you very much.

9
 10 **PLANNING OFFICIAL RICK SANDZIMIER** – We did find the language in the
 11 Specific Plan for the World Logistics Center said that all buildings in the World
 12 Logistics Center have at least 500,000 square feet shall be designed to meet and
 13 exceed the LEED certified status in accordance with LEED standard in criteria in
 14 effect as of the date of the approval of the Specific Plan. But it doesn't say you
 15 have to have the certificate.

16
 17 **COMMISSIONER VAN NATTA** – Alright.

18
 19 **CHAIR LOWELL** – Okay.

20
 21 **COMMISSIONER VAN NATTA** – And this basically says the same thing but it's
 22 on residential.

23
 24 **CHAIR LOWELL** – Any other questions or comments? No? Would anybody
 25 like to make a motion?

26
 27 **COMMISSIONER GONZALEZ** – I'll make a motion. I move that the Planning
 28 Commission approve Resolution No. 2015-33 as presented.

29
 30 **CHAIR LOWELL** – We have a motion by Commissioner Gonzalez. We have a
 31 second by Patricia Korzec. Please cast your votes.

32
 33 **COMMISSIONER VAN NATTA** – Would that include the revised wording?

34
 35 **DEPUTY CITY ATTORNEY PAUL EARLY** – Yeah, you said as amended.

36
 37 **CHAIR LOWELL** – He said as presented. That should be as amended.

38
 39 **DEPUTY CITY ATTORNEY PAUL EARLY** – I thought I heard amended.

40
 41 **COMMISSIONER GONZALEZ** – As amended by the blue sheet.

42
 43 **CHAIR LOWELL** – Perfect. Okay so we have all votes cast as amended and as
 44 presented. Motion passes 7-0. Do we have a Staff wrap-up on this item?
 45
 46

1 Opposed – 0
2
3

4 **Motion carries 7 – 0**
5

6 **PLANNING OFFICIAL RICK SANDZIMIER** – This item is a legislative action,
7 which will be taken forward to the City Council as the next reviewing and
8 approving body.
9

10
11 **OTHER COMMISSION BUSINESS, STAFF COMMENTS, PLANNING**
12 **COMMISSIONER COMMENTS**
13

14 **CHAIR LOWELL** – Thank you. Any other Commission Business? Do we have
15 any Staff Comments or Commissioner Comments?
16

17 **PLANNING OFFICIAL RICK SANDZIMIER** – Staff Comments: We do not have
18 a meeting at the end of the month. I want to extend our warm wishes for happy
19 holidays through Christmas and the New Year. We will be reconvening in
20 January, and the proposal on the January 28th meeting the Agenda actually says
21 2015, so we need to adjourn tonight that we will actually be adjourning to 2016.
22 That's the only cleanup.
23

24 **CHAIR LOWELL** – I had one comment. We had an item tonight that was
25 continued from several meetings but it was kind of hard to recollect who was
26 seated. Is there any way that we could ask Staff to maybe send out an email to
27 include on an item that is continued who was seated and who was absent just for
28 ease and making the meeting go along a little more smoothly so we know who
29 should be seated and not seated?
30

31 **PLANNING OFFICIAL RICK SANDZIMIER** – We can do that. When that
32 occurs, we'll just put it into the Agenda in terms of which Commissioner should
33 be seated for that.
34

35 **CHAIR LOWELL** – Because it makes life a little more easy for us up here.
36

37 **PLANNING OFFICIAL** – I'm being counseled that that should only be applied to
38 Public Hearing Items.
39

40 **DEPUTY CITY ATTORNEY PAUL EARLY** – Yeah Public Hearing Items are the
41 only ones that that continuance rule applies to so.
42

43 **CHAIR LOWELL** – Okay.
44

45 **DEPUTY CITY ATTORNEY PAUL EARLY** – Non-Public Hearing Items would
46 be whoever is sitting up there.



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: February 16, 2016

TITLE: APPOINTMENT TO THE LIBRARY COMMISSION

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Appoint one member to the Library Commission with a term expiring June 30, 2017.
2. If vacancy is not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the position as vacant and carry over the current applications for reconsideration of appointments at a future date.

SUMMARY

Applications were accepted by the City Clerk's Office to fill a vacancy for the Library Commission. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

DISCUSSION

The Library Commission has one vacant position with a term expiring June 30, 2017. The City Clerk's Office received two applications for this position. The applications were submitted by Melissa Clark and Toya Vick.

The Library Commission considers matters pertaining to the administration, operation, development, improvement and maintenance of library services within the City.

ALTERNATIVES

Choosing to fill the vacant position on the above-mentioned Commission will result in increased participation of Moreno Valley residents. This option is consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointment.

FISCAL IMPACT

N/A

NOTIFICATION

- 1. Posting of Notices of Opening
- 2. Publication of the agenda
- 3. Report and agenda emailed to applicants

PREPARATION OF STAFF REPORT

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

CITY COUNCIL GOALS

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

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/03/16 7:28 PM
City Attorney Approval	<u>✓ Approved</u>	2/04/16 8:11 AM
City Manager Approval	<u>✓ Approved</u>	2/04/16 9:33 AM